

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERITAS MEDICAL SOLUTIONS LLC		05/13/2021	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL IV, L.P.		
Street Address:	555 E. LANCASTER AVENUE		
Internal Address:	3RD FLOOR		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4815682	VERITAS	
Registration Number:	4975810	VERITAS MEDICAL SOLUTIONS	
Registration Number:	4824757	V	
Registration Number:	4683694	VERISHIELD	
Registration Number:	5215434	SMART DOOR	
Registration Number:	5095795	VPAC	
Registration Number:	5559748	SMARTVUE	
Registration Number:	5431654	CANCER CENTERS OF EXCELLENCE START HERE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 994-0454		
Email:	Trademarks@rccbllaw.com		
Correspondent Name:	Donna A. Tobin		
Address Line 1:	1120 Avenue of the Americas, 4th floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Donna A. Tobin		

OP \$215.00 4815682

SIGNATURE:	/Donna A. Tobin/
DATE SIGNED:	07/11/2022
Total Attachments: 9 source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page1.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page2.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page3.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page4.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page5.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page6.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page7.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page8.tif source=Amended and Restated IP Security Agreement - Executed (01192370xC689E) (002) (01207213xC689E)#page9.tif	

AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), is dated as of May 13, 2021 and is effective as of June 30, 2021, and is made by VERITAS MEDICAL SOLUTIONS LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania (“**Veritas**” or “**Grantor**”), to and in favor of NEWSRING MEZZANINE CAPITAL IV, L.P., a limited partnership organized under the laws of the State of Delaware (the “**Agent**”), as agent for itself and the Lenders (as defined below).

RECITALS

WHEREAS, Agent is a party to that certain Senior Subordinated Term Loan and Security Agreement dated of even date herewith, among Agent and each other lender joined thereto from time to time (each a “**Lender**” and collectively, the “**Lenders**”), on the one hand, and Veritas, OPUS 418, L.P., a limited partnership formed under the laws of the Commonwealth of Pennsylvania (“**Opus**”), and 555 RESOURCE MANAGEMENT LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania (“**555 LLC**”, together with Veritas and Opus, collectively, the “**Borrowers**”, and each, a “**Borrower**”), on the other hand (as amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), pursuant to which Agent and the Lenders have agreed to make certain financial accommodations for the benefit of the Borrowers; and

WHEREAS, Agent and the Lenders have agreed to enter into the Loan Agreement and the Other Documents, and to provide the financial accommodations set forth therein, on the condition, *inter alia*, that Grantor enter into this IP Security Agreement to grant a security interest in all of Grantor’s Intellectual Property Collateral (as defined below) to and for the benefit of Agent and the Lenders as collateral security for the Obligations. Capitalized terms not defined herein shall have the meanings assigned to them in the Loan Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure the Obligations, Grantor hereby grants and pledges to Agent, subject to the terms of the Loan Agreement and the Senior Subordination Agreement, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret,

now or hereafter existing, created, acquired or held, including, without limitation, those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on Exhibit C attached hereto (excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications) (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Patents, Trademarks or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this IP Security Agreement unilaterally by amending the exhibits to this IP Security Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this IP Security Agreement, and (b) file a duplicate original of this IP Security Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Other Documents, which are hereby incorporated by reference. The provisions of the Loan Agreement and the Other Documents including, without limitation, the Senior Subordination Agreement, shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and the Other Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

5. Counterparts. This IP Security Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart to this IP Security Agreement by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this IP Security Agreement by facsimile or electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or electronic transmission.

6. Successors and Assigns. This IP Security Agreement will be binding upon and inure to the benefit of Grantor and Agent and their respective heirs, executors, administrators, successors and assigns; provided, however, that Grantor may not assign this IP Security Agreement in whole or in part without Agent's prior written consent, which may be granted or denied in Agent's sole discretion, and Agent at any time may assign this IP Security Agreement in whole or in part.

7. Governing Law and Jurisdiction. This IP Security Agreement shall be deemed delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to any rules or principles regarding conflicts of law or any rule or canon of construction which interprets agreements against the draftsman.

8. Resolution of Drafting Ambiguities. Grantor acknowledges and agrees that it was represented or had the opportunity to be represented by counsel in connection with the execution and delivery of this IP Security Agreement, that it and its counsel reviewed and participated in the preparation and negotiation of this IP Security Agreement and that any rule of construction to

the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this IP Security Agreement.

9. **WAIVER OF JURY TRIAL.** GRANTOR AND AGENT EACH IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS IP SECURITY AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS IP SECURITY AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. GRANTOR AND AGENT EACH ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[SIGNATURES ON FOLLOWING PAGE]

Grantor acknowledges that it has read and understood all the provisions of this IP Security Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, Grantor has executed this IP Security Agreement, intending to be legally bound hereby, on the day and year first above written.

VERITAS MEDICAL SOLUTIONS LLC

By: 
Name: Robert J. Farrell
Title: Chief Executive Officer

[signature page to Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 007774 FRAME: 0950

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

TITLE	COUNTRY	STATUS	APPLICATION NUMBER	GRANT DATE	PATENT NUMBER	EXPIRY DATE
MOTOR DRIVEN DOOR ASSEMBLY	DE	Issued	11160604.2	Oct 26, 2016	602011031602.8	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	EP	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	ES	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	FR	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	GB	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	IT	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	PL	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	PT	Issued	11160604.2	Oct 26, 2016	2390450	Mar 31, 2031
MOTOR DRIVEN DOOR ASSEMBLY	US	Issued	13/075,704	Apr 11, 2017	9,617,776	Jan 26, 2032
MOTOR DRIVEN DOOR ASSEMBLY	EP	Pending	161954706	n/a	n/a	n/a
ROTATING RADIATION SHIELDED ENTRANCE ASSEMBLY	US	Issued	13/332,958	Jan 14, 2014	8,627,601	Dec 21, 2031
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	US	Issued	13/060,157	Nov 10, 2015	9,183,957	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	US	Issued	14/833,696	Nov 14, 2017	9,816,267	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	DE	Issued	09808923.8	Aug 12, 2015	602009032905.7	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	EP	Issued	09808923.8	Aug 12, 2015	2319048	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	ES	Issued	09808923.8	Aug 12, 2015	2319048	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	GB	Issued	09808923.8	Aug 12, 2015	2319048	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	PL	Issued	09808923.8	Aug 12, 2015	2319048	Aug 24, 2029
MASONRY BLOCK WITH CONTINUOUSLY CURVED SURFACES	PT	Issued	09808923.8	Aug 12, 2015	2319048	Aug 24, 2029

EXHIBIT C

Trademarks

TITLE	STATUS	APPLICATION NUMBER	DATE FILED	REGISTRATION NUMBER	REGISTRATION DATE
VERITAS	Registered	86154574	Dec 30, 2013	4815682	Sep 22, 2015
VERITAS MEDICAL SOLUTIONS	Registered	86154591	Dec 30, 2013	4975810	Jun 14, 2016
The "V" Logo	Registered	86154619	Dec 30, 2013	4824757	Oct 6, 2015
VeriShield	Registered	86154657	Dec 30, 2013	4683694	Feb 10, 2015
SMART DOOR	Registered	86154676	Dec 30, 2013	5215434	May 30, 2017
VPAC	Registered	86154717	Dec 30, 2013	5095795	Dec 6, 2016
VROC	Allowed	86154703	Dec 30, 2013		
SMARTVUE	Registered	87723842	Dec 17, 2017	5559748	Sep 11, 2018
Cancer Centers of Excellence Start Here	Registered	87523053	Jul 11, 2017	5431654	Mar 27, 2018

EXHIBIT D

Mask Works

None.