

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PREMIER IMAGING VENTURES, LLC		04/11/2024	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Company Name:	VARAGON CAPITAL PARTNERS AGENT, LLC		
Street Address:	151 West 42nd Street, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6782981	LUCIDCONNECT	
Registration Number:	6782970	LUCIDSOLUTIONS	
Registration Number:	7021868	LUCIDHEALTH	
Registration Number:	7021873	LUCIDHEALTH	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	ypan@proskauer.com, SWalsh@proskauer.com		
Correspondent Name:	Sarah Walsh		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	24788.006		
NAME OF SUBMITTER:	Yuming Pan		
SIGNATURE:	Yuming Pan		
DATE SIGNED:	04/11/2024		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of April 11, 2024, (this “**Agreement**”), by PREMIER IMAGING VENTURES, LLC, an Ohio limited liability company (the “**Grantor**”), in favor of VARAGON CAPITAL PARTNERS AGENT, LLC (“**Varagon**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of January 2, 2019 (as amended, amended and restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among Premier Imaging, LLC, a Delaware limited liability company (the “**Borrower**”), the other Loan Parties party thereto, the Lenders party thereto and Varagon, as Administrative Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 21, 2016, in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with Administrative Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Credit Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Lenders, their successors and assigns, a continuing security interest in all of its right, title or interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. all trademarks, including those trademark registrations listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements, dilutions or violations of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

provided that Trademark Collateral shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed.

SECTION 3. Guaranty and Security Agreement. The security interests granted to the Lenders herein are granted in furtherance, and not in limitation of, the security interests granted to the Lenders pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this Agreement and the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks subject to a security interest hereunder.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PREMIER IMAGING VENTURES, LLC,
as a Grantor

By: Justin Unertl
Name: Justin Unertl
Title: Vice President and Assistant Secretary

VARAGON CAPITAL PARTNERS AGENT, LLC,
as the Administrative Agent

By: VARAGON CAPITAL PARTNERS, L.P.,
its Sole Member

By: *Evan Seidenberg*
Name: Evan Seidenberg
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS REGISTRATIONS

Jurisdiction	Trademark	Serial No. Filing Date	Registration No. Registration Date	Owner
United States	LUCIDCONNECT	90062580 July 20, 2020	6782981 July 5, 2022	Premier Imaging Ventures, LLC
United States	LUCIDSOLUTIONS	90052227 July 14, 2020	67829970 July 5, 2022	Premier Imaging Ventures, LLC
United States	LUCIDHEALTH	97001459 August 30, 2021	7021868 April 11, 2023	Premier Imaging Ventures, LLC
United States	LUCIDHEALTH and Design	97002383 August 30, 2021	7021873 April 11, 2023	Premier Imaging Ventures, LLC
Wisconsin	NORTHEAST WISCONSIN VEIN CENTER	N/A	20190000236 January 16, 2019	Premier Imaging Ventures, LLC

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