

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1209570

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GOLDMAN SACHS BANK USA | | 05/02/2024 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Company Name: | WILMINGTON SAVINGS FUND SOCIETY, FSB | | |
| Street Address: | 501 CARR ROAD | | |
| Internal Address: | SUITE 100 | | |
| City: | WILMINGTON | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19809 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4576163 | SOUND PHYSICIANS | |
| Registration Number: | 4576164 | SOUND PHYSICIANS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124552502 | | |
| <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: | 2124552592 | | |
| Email: | ksolomon@stblaw.com | | |
| Correspondent Name: | COURTNEY WELSHIMER ESQ. | | |
| Address Line 1: | SIMPSON THACHER & BARTLETT LLP | | |
| Address Line 2: | 425 LEXINGTON AVENUE | | |
| Address Line 4: | NEW YORK, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 033910/1207 | | |
| NAME OF SUBMITTER: | KIMBERLY SOLOMON | | |
| SIGNATURE: | KIMBERLY SOLOMON | | |
| DATE SIGNED: | 05/03/2024 | | |
| Total Attachments: 6 | | | |
| source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399) | | | |

CH \$65.00.00 85170720

EXECUTED(64095900.1)#page1.tif

source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399)

EXECUTED(64095900.1)#page2.tif

source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399)

EXECUTED(64095900.1)#page3.tif

source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399)

EXECUTED(64095900.1)#page4.tif

source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399)

EXECUTED(64095900.1)#page5.tif

source=Sound (Summit) - Trademark Security Interest Assignment (RF 6367-0399)

EXECUTED(64095900.1)#page6.tif

ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS** (this “Security Interest Assignment”), dated as of May 2, 2024, is made by **GOLDMAN SACHS BANK USA** (“GS Bank”), in its capacity as the existing collateral agent (the “Existing Collateral Agent”), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB** (“WSFS Bank”), in its capacity as the successor collateral agent (the “Successor Collateral Agent”).

WHEREAS, reference is made to (i) the First Lien Credit Agreement, dated as of June 28, 2018 (as amended, supplemented, or otherwise modified prior to the date hereof, including pursuant to the First Lien Incremental Term Loan Amendment, dated as of April 30, 2019, the Second Amendment to First Lien Credit Agreement, dated as of May 17, 2021, the Third Amendment to First Lien Credit Agreement, dated as of April 28, 2023, the Fourth Amendment to First Lien Credit Agreement, dated as of June 14, 2023, and the Fifth Amendment to First Lien Credit Agreement, dated as of April 26, 2024, as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among **SOUND INPATIENT PHYSICIANS, INC.**, a Delaware corporation (successor by merger to **IRONMAN MERGER SUB, LLC**, a Delaware limited liability company) (the “Borrower”), **IRONMAN INTERMEDIATE HOLDCO, LLC**, a Delaware limited liability company (“Holdings”), each Lender from time to time party thereto, and **GS Bank**, as Existing Collateral Agent and existing administrative agent, and (ii) the First Lien Security Agreement, dated as of June 28, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, Holdings, the subsidiaries of the Borrower party thereto from time to time and the Existing Collateral Agent for the benefit of the Secured Parties;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Existing Collateral Agent is a party to that certain Trademark Security Agreement, dated as of June 28, 2018 (the “Trademark Security Agreement”) delivered by the Borrower, as Grantor (the “Grantor”), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “PTO”) on June 29, 2018 at Reel/Frame 6367/0399;

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Existing Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in and to all of the Grantor’s right, title or interest in or to the Trademark Collateral (as defined in the Trademark Security Agreement), including those Owned Trademarks listed on Schedule A attached hereto, and all proceeds of, and all causes of action arising prior to or after the date thereof for infringement or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, then owned or at any time thereafter acquired by the Grantor or in which the Grantor then had or at any time in the future may acquire any right, title or interest (collectively, the “Assigned Trademark Collateral”);

WHEREAS, pursuant to that certain Successor First Lien Agent Agreement, dated as of May 2, 2024, among other things, **GS Bank** resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the Security Agreement, and **WSFS Bank** was appointed as

Successor Administrative Agent and Successor Collateral Agent under the Credit Agreement and the Collateral Agreement ; and

WHEREAS, the Existing Collateral Agent desires to assign its rights under the Trademark Security Agreement to the Successor Collateral Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Assignment

(a) The Existing Collateral Agent hereby assigns, grants, transfers and conveys to the Successor Collateral Agent the Security Interest in the Assigned Trademark Collateral granted to the Existing Collateral Agent under the Trademark Security Agreement (together with any powers of attorney, rights, titles, indemnities, privileges, claims, awards, and judgments, if any, in favor of the Existing Collateral Agent in connection with the Trademark Security Agreement) and the Successor Collateral Agent hereby accepts such assignment, grant, transfer and conveyance and accepts and assumes such Security Interest for its benefit and for the benefit of all other Secured Parties.

Miscellaneous

(a) Unless otherwise defined herein, capitalized terms used and not defined have the meaning given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

(b) This Security Interest Assignment shall be governed by, and construed in accordance with, the laws of the State of New York.

(c) This Security Interest Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement and/or any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the delivery of an executed counterpart of a signature page of this Agreement, any other Loan Document or any amendment or modification hereof or thereof by any such means (including “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

(d) The Existing Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be executed and delivered by their respective duly authorized officers as of the date first written above.

GOLDMAN SACHS BANK USA,
in its capacity as the Existing Collateral Agent

By: 

Name: Luke Qiu

Title: Authorized Signatory

[SIGNATURE PAGE TO ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK RIGHTS]

TRADEMARK
REEL: 008419 FRAME: 0772

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

| No. | Title | App. No. | App. Date | Reg. No. | Reg. Date | Owner |
|------------|---------------------|-----------------|------------------|-----------------|------------------|-------------------------------------|
| 1. | SOUND PHYSICIANS | 85/170,720 | 11/5/2010 | 4,576,163 | 7/29/2014 | Sound Inpatient Physicians, Inc. |
| 2. | SOUND PHYSICIANS | 85/170,723 | 11/5/2010 | 4,576,164 | 7/29/2014 | Sound Inpatient Physicians, Inc. |