

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcaresource HR, Inc.		05/26/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC, as Administrative Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3500918	HEALTHCARESOURCE	
Registration Number:	4032747	HIRE FOR FIT	
Registration Number:	3979733	INTERVIEW MANAGER	
Registration Number:	4603497	MINUTE MANDATORIES	
Registration Number:	3600667	PERFORMANCE MANAGER	
Registration Number:	3996876	PERFORMANCE MANAGER	
Registration Number:	3949559	PHYSICIAN RECRUITMENT MANAGER	
Registration Number:	3500916	POSITION MANAGER	
Registration Number:	3246432	NETLEARNING	
Registration Number:	3363231	NETCOMPETENCY	
Registration Number:	3243876	NETEXPRESS	
Registration Number:	3904089	TESTSOURCE	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		

OP \$315.00 3500918

TRADEMARK

Address Line 2: Ste. 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6483.103

NAME OF SUBMITTER: Sharon Patterson

SIGNATURE: /sharon patterson/

DATE SIGNED: 05/26/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 26, 2015, by and among HEALTHCARE SOURCE HR, INC., a Delaware corporation ("Grantor"), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent ("Administrative Agent") for the Secured Parties (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of even date herewith, by and among the Grantor, as Borrower ("Borrower"), the Guarantors party thereto from time to time, Administrative Agent and the Lenders party thereto from time to time (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make Loans to Borrower;

WHEREAS, pursuant to that certain Security Agreement, dated as of even date herewith, by and among the Grantor, the other grantors party thereto and Administrative Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien on, all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein (including in the recitals above) have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all related goodwill, and all proceeds and products thereof.

Notwithstanding the foregoing or anything else contained herein to the contrary, "Trademarks" shall not include any "intent to use" trademark application until such time as a Statement of Use or Amendment to Allege Use, as applicable, has been filed and accepted with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

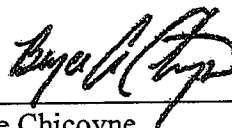
5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEALTHCARESOURCE HR, INC.

By: _____

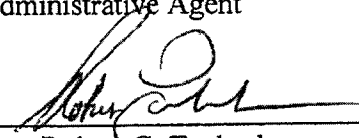


Name: Bryce Chicoyne

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC,
as Administrative Agent

By:  _____

Name: Robert G. Tuchscherer
Title: Managing Director

Schedule A

Registered Trademarks

MARK	STATUS	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE	OWNER INFORMATION
HEALTHCARESOURCE	Registered	3500918	09/16/2008	Healthcaresource HR, Inc.
HIRE FOR FIT	Registered	4032747	09/27/2011	Healthcaresource HR, Inc.
INTERVIEW MANAGER	Registered (Supplemental Register)	3979733	06/14/2011	Healthcaresource HR, Inc.
MINUTE MANDATORIES	Registered (Supplemental Register)	4603497	09/09/2014	Healthcaresource HR, Inc.
PERFORMANCE MANAGER	Registered (Supplemental Register)	3600667	03/31/2009	Healthcaresource HR, Inc.
PERFORMANCE MANAGER	Registered	3996876	07/19/2011	Healthcaresource HR, Inc.
PHYSICIAN RECRUITMENT MANAGER	Registered (Supplemental Register)	3949559	04/19/2011	Healthcaresource HR, Inc.
POSITION MANAGER	Registered	3500916	09/16/2008	Healthcaresource HR, Inc.
NETLEARNING	Registered	3246432	05/29/2007	Healthcaresource HR, Inc.
NETCOMPETENCY	Registered	3363231	01/01/2008	Healthcaresource HR, Inc.
NETEXPRESS	Registered	3243876	05/22/2007	Healthcaresource HR, Inc.
TESTSOURCE	Registered	3904089	01/11/2011	Healthcaresource HR, Inc.
HEALTHCARESOURCE	Pending (Published) INTENT TO USE	86-357809	08/05/2014	Healthcaresource HR, Inc.
HEALTHCARESOURCE QUALITY TALENT. QUALITY CARE. (and	Pending (Published) INTENT	86-357855	08/05/2014	Healthcaresource HR, Inc.

MARK	STATUS	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE	OWNER INFORMATION
design)	TO USE			