

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366421

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Interim Healthcare Inc.		12/17/2015	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	CBI DebtCo, LLC
Street Address:	335 NORTH MAPLE DRIVE, SUITE 130
City:	BEVERLY HILLS
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1763176	INTERIM
Registration Number:	1910368	INTERIM HEALTHCARE
Registration Number:	1929651	INTERPATH
Registration Number:	1957444	INTERIM ASSISTED CARE
Registration Number:	2078703	INTERIM THERAPY
Registration Number:	2083076	INTERIM OCCUPATIONAL HEALTH
Registration Number:	2280412	INTERPATTERNS
Registration Number:	2651733	HOMESTYLE
Registration Number:	2822096	HOMESTYLE
Registration Number:	2843560	SITESOLUTIONS
Registration Number:	2853832	INTERLINK
Registration Number:	2857628	INTERLINK
Registration Number:	3140768	INTERIM
Registration Number:	3603985	INTERDOC
Registration Number:	3957161	INTERIM HEALTHCARE MY HEALTH ADVISOR
Registration Number:	3958495	HOMELIFE ENRICHMENT
Registration Number:	3968399	CAREERSBYWEB
Registration Number:	4089032	PALS2PETS

CH \$540.00 1763176

Property Type	Number	Word Mark
Registration Number:	4428294	INTERIM HEALTHCARE HOSPICE
Registration Number:	4424842	INTERIM C·O·N·N·E·C·T
Registration Number:	4579358	INTERIM PERSONNEL SERVICES

CORRESPONDENCE DATA

Fax Number: 2124464900
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.
Phone: 2124464800
Email: susan.zablocki@kirkland.com
Correspondent Name: Susan Zablocki
Address Line 1: KIRKLAND & ELLIS LLP
Address Line 2: 601 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24905-2
NAME OF SUBMITTER:	Susan Zablocki
SIGNATURE:	/susan zablocki/
DATE SIGNED:	12/18/2015

Total Attachments: 9

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (THIS "AGREEMENT"), AND THE LIEN AND SECURITY INTEREST EVIDENCED HEREBY, SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN US INTERCREDITOR AND SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT"), DATED AS OF DECEMBER 17, 2015, BY AND AMONG BMO HARRIS BANK N.A., IN ITS CAPACITY AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND CBI DEBTCO, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE [US] JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL US SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE US JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*Agreement*") dated as of December 17, 2015, by Interim Healthcare Inc., a Florida corporation and each of the other persons, if any, designated as a Grantor on the signature pages hereof (collectively, the "*Grantors*"), in favor of CBI DebtCo, LLC ("*CBI*"), as Administrative Agent (the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien US Credit Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") by and among the Grantors, certain affiliates of the Grantors from time to time party thereto, certain financial institutions acting as Lenders from time to time party thereto (the "*Lenders*"), and CBI, acting as Administrative Agent, Administrative Agent and Lenders have agreed to make certain loans and other financial accommodations for the benefit of each Grantor or an affiliate thereof; and

WHEREAS, Administrative Agent and Lenders are willing to make the loans and other financial accommodations as provided for in the Credit Agreement on the condition, among others, that each Grantor shall have executed and delivered to Administrative Agent (a) that certain US Security Agreement dated as of the date hereof (as amended, amended and restated,

supplemented or otherwise modified from time to time, the “*Security Agreement*”) by and among the Grantors, the other “Debtors” party thereto and Administrative Agent and (b) this Agreement;

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

1. *Defined Terms.* All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement, and if not defined therein, in the Security Agreement. The term “Trademarks” shall mean all of the trademarks, trademark registrations, trademark applications, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, other business identifiers, prints and labels of each Grantor on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications), including, without limitation, the registered trademarks, trade names and service marks for which registration has been obtained or for which applications to register are pending listed on Schedule 1 attached hereto and hereby made a part hereof, and all renewals, extensions and continuations of any of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present or future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing.

2. *Grant of Security Interest in Trademark Collateral.* To secure the Secured Obligations, each Grantor hereby grants to Administrative Agent a continuing first priority security interest (subject only to Liens permitted under the Credit Agreement) in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “*Trademark Collateral*”):

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations, renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

provided that, notwithstanding anything to the contrary in this Agreement, “intent to use” applications shall not constitute Trademark Collateral unless and until a verified statement of use is filed with the United States Patent and Trademark Office with respect to such applications.

3. *Agreement; Security Agreement.* The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark 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. In the event of any inconsistency between any of the terms and provisions in this Agreement and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

4. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic transmission (“PDF” or “TIFF” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. *Severability.* In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

6. *Assignments.* This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon each Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

7. *Governing Law.* This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

8. *Termination.* Upon the payment in full of the Secured Obligations (as such term is defined in the Security Agreement) (other than unasserted contingent indemnification and unasserted expense reimbursement obligations) in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments thereunder, the Liens and security interest granted hereby shall automatically and immediately terminate and all rights to the Trademark Collateral shall revert to the applicable Grantor or any other Person entitled thereto, and at such time, Administrative Agent will authorize the filing of, and at the reasonable expense of Grantors deliver to the applicable Grantor, any releases of security interests in intellectual property collateral and other release documentation reasonably requested by any Grantor to terminate such Liens and such security interests and take such further action as is reasonably requested by any Grantor.


9. *Payment of Obligations.* Notwithstanding anything herein to the contrary, any payment made by any Grantor that is a US Loan Party with respect to the Obligations (other than any payment required to be made in its capacity as a Guarantor of the UK Secured Obligations) shall be made and treated solely as a payment with respect to the US Secured Obligations.

[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

INTERIM HEALTHCARE INC., a Florida
corporation

By: 
Name: Michael P. Slupecki
Title: Vice President, Treasurer and Secretary

[Signature Page to Trademark Security Agreement - Interim Health Care Inc.]

TRADEMARK
REEL: 005692 FRAME: 0673

ACCEPTED AND ACKNOWLEDGED BY:

CBI DEBTCo, LLC, as Administrative Agent

By: Levine Leichtman Capital Partners, Inc.,
a California corporation

Its: Manager

By: _____

Name: David Wolmer

Title: Vice President

[Signature Page to Trademark Security Agreement - Interim HealthCare Inc.]

TRADEMARK
REEL: 005692 FRAME: 0674

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

US Trademarks

Interim Health Care Inc.:

INTERIM	U.S.	74054496 04/30/1990	1,763,176 04/06/1993	35	Active	Interim Healthcare, Inc.
INTERIM HEALTHCARE	U.S.	74513562 04/18/1994	1,910,368 08/08/1995	35, 42	Active	Interim Healthcare, Inc.
INTERPATH	U.S.	74578590 09/26/1994	1,929,651 10/24/1995	42	Active	Interim Healthcare, Inc.
INTERIM ASSISTED CARE	U.S.	74600030 11/17/1994	1,957,444 02/20/1996	35, 37, 39	Active	Interim Healthcare, Inc.
INTERIM THERAPY	U.S.	75051550 01/31/1996	2,078,703 07/15/1997	41, 42	Active	Interim Healthcare, Inc.
INTERIM OCCUPATIONAL HEALTH	U.S.	75024311 11/27/1995	2,083,076 07/29/1997	35, 41, 42	Active	Interim Healthcare, Inc.

INTERPATTERNS	U.S.	75346243 08/25/1997	2,280,412 09/28/1999	35	Active	Interim Healthcare, Inc.
HOMESTYLE	U.S.	76327359 10/19/2001	2,651,733 11/19/2002	42	Active	Interim Healthcare, Inc.
HOMESTYLE (logo)	U.S.	76338989 11/19/2001	2,822,096 03/16/2004	42	Active	Interim Healthcare, Inc.
SITESOLUTIONS (stylized)	U.S.	76368412 02/08/2002	2,843,560 05/18/2004	35	Active	Interim Healthcare, Inc.
INTERLINK	U.S.	78265945 06/23/2003	2,853,832 06/15/2004	9	Active	Interim Healthcare, Inc.
INTERLINK (logo)	U.S.	76529416 07/14/2003	2,857,628 06/29/2004	9	Active	Interim Healthcare, Inc.
INTERIM (logo)	U.S.	75235171 02/03/1997	3,140,768 09/12/2006	35, 41, 42	Active	Interim Healthcare, Inc.
INTERDOC	U.S.	77412358 03/04/2008	3,603,985 04/07/2009	9	Active	Interim Healthcare, Inc.

INTERIM HEALTHCARE MY HEALTH ADVISOR	U.S.	85101953 08/06/2010	3,957,161 05/10/2011	44, 45	Active	Interim Healthcare, Inc.
HOMELIFE ENRICHMENT	U.S.	77768517 06/25/2009	3,958,495 05/10/2011	37, 39, 41, 44, 45	Active	Interim Healthcare, Inc.
CAREERSBYWEB	U.S.	77843857 10/07/2009	3,968,399 05/31/2011	41	Active	Interim Healthcare, Inc.
PALS2PETS	U.S.	85244079 02/16/2011	4,089,032 01/17/2012	41	Active	Interim Healthcare, Inc.
INTERIM HEALTHCARE HOSPICE	U.S.	85863292 02/28/2013	4,428,294 11/05/2013	44, 45	Active	Interim Healthcare, Inc.
INTERIM C.O.N.N.E.C.T	U.S.	85863402 02/28/2013	4,424,842 10/29/2013	44	Active	Interim Healthcare, Inc.
INTERIM PERSONNEL SERVICES	U.S.	86134200 12/03/2013	4,579,358 08/05/2014	35	Active	Interim Healthcare, Inc.

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REEL: 005692 FRAME: 0677

RECORDED: 12/18/2015