# CH \$40.00 37616

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM415770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		02/08/2017	Administrative Agent: NEW YORK

# **RECEIVING PARTY DATA**

Name:	Golden Gate Ancillary LLC	
Street Address:	1000 Fianna Way	
City:	Fort Smith	
State/Country:	ARKANSAS	
Postal Code:	72919	
Entity Type:	Limited Liability Company: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3761667	360 HEALTHCARE STAFFING

# **CORRESPONDENCE DATA**

**Fax Number:** 6173106001

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.

Email: GTIPMAIL@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: One International Place

Address Line 2: Suite 2000

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	170185.010200
NAME OF SUBMITTER:	Catherine M. Updegraff
SIGNATURE:	/Catherine M. Updegraff/
DATE SIGNED:	02/10/2017

## **Total Attachments: 4**

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### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE dated as of February 8, 2017 (this "Release") is made by Citibank, N.A., in its capacity as administrative agent (in such capacity, "Administrative Agent") in favor of Golden Gate Ancillary LLC, a Delaware limited liability company ("Debtor"), under (i) the Security Agreement, dated May 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement") among, inter alia, Drumm Merger Co. Sub, LLC (the "Company"), the Debtor and the other guarantors from time to time party thereto, as pledgors, assignors and debtors, in favor of Administrative Agent, as pledgee, assignee and secured party and (ii) the Trademark Security Agreement, dated May 4, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings set forth in the Trademark Security Agreement) among, inter alia, the Company and the Debtor in favor of Administrative Agent and recorded on May 5, 2011 in the records of the United States Patent and Trademark Office at Trademark Reel 4534, Frame 0601.

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Debtor granted to the Secured Party a security interest in the Debtor's trademarks listed on attached <u>Schedule A</u> (the "*Trademarks*").

WHEREAS, in reliance of the Debtor's representations, warranties and certifications concerning the transactions referenced in that certain Certificate of Company Parties and Confirmation of Partial Release, dated as of February 1, 2017, the Administrative Agent has agreed torelease and terminate all of its security interest covering the Released Trademarks (as defined below) arising under the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby:

- (a) without recourse and without any representation or warranty, release and terminate its security interest in (i) the Trademarks, (ii) all Goodwill associated with such Trademarks and (iii) all Proceeds of any and all of the foregoing (the "Released Trademarks"), and discharges, quit claims and relinquishes unto the Debtor (in each case without recourse and without any representation or warranty) any and all right, title and interest it has, if any, in and to the Released Trademarks under the Security Agreement and the Trademark Security Agreement;
- (b) authorize and request that the United States Patent and Trademark Office and any applicable government officer record this Release; and
- (c) agree take all further actions, and provide to the Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Debtor to more fully and effectively effectuate the purposes of this Release, all at the sole cost and expense of the Debtor.

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This Release is limited only and solely to the Released Trademarks and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the "Retained Collateral"). The Administrative Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Administrative Agent under the Security Agreement and the Trademark Security Agreement with respect to all such Retained Collateral, and the Administrative Agent's security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Release.

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TRADEMARK REEL: 005987 FRAME: 0533 IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date above.

CITIBANK, N.A., as Administrative Agent

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Name: Kkshay Kulkarni

Title: Vice President

# RELEASE OF SECURITY INTEREST IN TRADEMARKS

Schedule A

TRADEMARKS 360 HEALTHCARE STAFFING Registration Number: 3761667

RECORDED: 02/10/2017

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