

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM415761

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Golden Gate Ancillary LLC		02/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	360 Healthcare Staffing, LLC		
Street Address:	333 First Street North		
Internal Address:	Suite 200		
City:	Jacksonville Beach		
State/Country:	FLORIDA		
Postal Code:	32250		
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		
<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>			
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: 6			
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TRADEMARK

REEL: 005987 FRAME: 0574

SOFTWARE LICENSE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Software License Intellectual Property Assignment Agreement ("IP Assignment") is made and entered into as of February 1, 2017, by Golden Gate Ancillary LLC, a limited liability company organized under the laws of Delaware (the "Assignor") and 360 Healthcare Staffing, LLC, a limited liability company organized under the laws of Delaware (the "Assignee"). Assignor and Assignee may be referred to herein as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor and Assignee are parties to the Securities Purchase Agreement, dated as of the date hereof ("Purchase Agreement"), pursuant to which Assignor sold all of the stock of Assignee to 360 Healthcare Acquisition Corporation ("Buyer");

WHEREAS, Buyer has required as a condition to the transactions contemplated by the Purchase Agreement that Assignor assign to Assignee the intellectual property held by Assignor but used in the business of Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. License. Assignor hereby grants to Assignee a non-exclusive, perpetual, non-revocable, transferable, worldwide, royalty free license to use and install the software and related documentation which is listed and more fully described on the attached Schedule 1 (the "**Software**") effective as of immediately prior to the Closing (as such term is defined under the Purchase Agreement).

2. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**") effective as of immediately prior to the Closing (as such term is defined under the Purchase Agreement).:

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");

(b) the internet domain name registrations including all sub-domain names and extensions thereof and thereto set forth in Schedule 1 hereto (the "**Domain Names**");

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Domain Names. Assignor does hereby instruct, authorize, and direct any and all registrars thereof to transfer the Domain Names to an account as directed by the Assignee. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignor or Assignee is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Assignor further agrees that within five (5) business days after the parties execute this IP Assignment, Assignor shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer. Assignor shall provide written acknowledgement confirming completion of the transfer of ownership to Assignee of such Domain Name within ten (10) days of the date of this IP Assignment.

4. Further Assurances. Assignor shall execute and deliver to Assignee any and all documents that Assignee may deem reasonably necessary to evidence and effectuate all or any of Assignee's rights hereunder. Should Assignor fail to execute and deliver such documents within ten (10) business days of Assignee's request therefor, Assignor hereby appoints Assignee as the Assignor's attorney-in-fact (which appointment shall be irrevocable and coupled with an interest), with full power of substitution and delegation and with full power to execute, acknowledge, deliver and record in the United States Patent and Trademark Office, United States Copyright Office or elsewhere any and all such documents.

5. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

6. Assignor Covenant. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

7. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

8. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of _New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby shall be resolved in accordance with Section 8.3 of the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

**GOLDEN GATE ANCILLARY
LLC**

By: 

Name: Brandon Ribar

Title: Director

ASSIGNEE:

**360 HEALTHCARE STAFFING,
LLC**

By: _____

Name: Marc Antoni

Title: President

[Signature Page to Software License and Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

GOLDEN GATE ANCILLARY
LLC

By: _____
Name: Brandon Ribar
Title: Director

ASSIGNEE:

360 HEALTHCARE STAFFING,
LLC

By: Marc Antoni
Name: Marc Antoni
Title: President

[Signature Page to Software License and Intellectual Property Assignment Agreement]

SCHEDULE 1

SOFTWARE

WEB TOOLS SOFTWARE

TRADEMARKS

US Trademark Registration No. 3761667 FOR “360 HEALTHCARE STAFFING”

DOMAIN NAMES

www.360healthcarestaffing.com

Registry Domain ID: 1471383555_DOMAIN_COM-VRSN

Registrar: MarkMonitor, Inc.