

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDICAL SOLUTIONS L.L.C.		06/14/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, in its capacity as collateral agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4131217	MEDICAL SOLUTIONS	
Registration Number:	4604662	NURSE BRIDGE	
Registration Number:	3560675	LACIDEM	
Registration Number:	3560677	RESTLESS NURSE SYNDROME	
Registration Number:	3290705	YOUR TRAVELING HEALTHCARE PARTNER	
Serial Number:	87427674	EXCELERATED STAFF	
Serial Number:	87413909	MEDICAL SOLUTIONS PLUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6463667120		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Daniel Gold/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1145754-0017-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		

CH \$190.00 4131217

DATE SIGNED:	06/14/2017
---------------------	------------

Total Attachments: 5

source=McDermott - 1L TSA (EXECUTED)#page1.tif

source=McDermott - 1L TSA (EXECUTED)#page2.tif

source=McDermott - 1L TSA (EXECUTED)#page3.tif

source=McDermott - 1L TSA (EXECUTED)#page4.tif

source=McDermott - 1L TSA (EXECUTED)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of June 14, 2017, by and among MEDICAL SOLUTIONS L.L.C. (the “Grantor”) and UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

W I T N E S S E T H

WHEREAS, the Grantor is party to a First Lien Pledge and Security Agreement, dated as of June 14, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent, pursuant to which the Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders and the other Secured Parties to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of Grantor listed on Schedule I attached hereto (excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law); (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that

the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

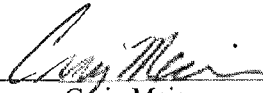
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its authorized officer as of the day and year first above written.

MEDICAL SOLUTIONS L.L.C.

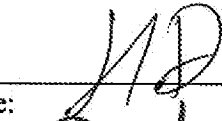
By: 
Name: Craig Meier
Title: Chief Executive Officer

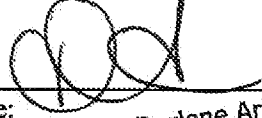
[Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 006084 FRAME: 0218

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: _____
Title: _____ Houssam Daly
Associate Director
Banking Products Services, US

By: 
Name: _____
Title: _____ Darlene Arias
Director

[Trademark Security Agreement (First Lien)]

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
medical solutions (with three map pins with drop shadows under them)	85395275	4131217	Medical Solutions L.L.C.
NURSE BRIDGE	86151834	4604662	Medical Solutions L.L.C.
LACIDEM	77487594	3560675	Medical Solutions L.L.C.
RESTLESS NURSE SYNDROME	77487608	3560677	Medical Solutions L.L.C.
YOUR TRAVELING HEALTHCARE PARTNER	78853670	3290705	Medical Solutions L.L.C.
EXCELERATED STAFF	87427674	---	Medical Solutions L.L.C.
MEDICAL SOLUTIONS PLUS	87413909	---	Medical Solutions L.L.C.