

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447790

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADVANCE TRAVEL NURSING, LLC		10/16/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4219537	REFERRALHOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1841 AHS		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	10/18/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 16, 2017 by and between **COMERICA BANK** ("Bank") and **ADVANCE TRAVEL NURSING, LLC**, a Delaware limited liability company ("Grantor").

### RECITALS

**A.** AHS Staffing, LLC ("AHS"), American Health Staffing Group, Inc. ("AHSG"), American HealthCare Staffing Association, LLC ("AHSA"), Thaxton Interim Leadership, LLC ("Thaxton") and Expedient Travel Nursing, LLC ("Expedient Nursing") (the "Existing Borrowers", and with Grantor, the "Borrowers") and Bank are parties to that certain Loan and Security Agreement dated as of December 28, 2016 as amended from time to time including by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2017, that certain Second Amendment to Loan and Security Agreement dated as of April 28, 2017 and that certain Third Amendment to Loan and Security Agreement dated as of August 11, 2017 (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement"). Existing Borrowers, Grantor and Bank desire to amend the Loan Agreement by that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof to add Grantor as a Borrower under the Loan Agreement (the "Amendment"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

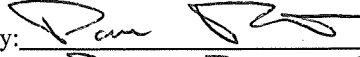
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

c/o BelHealth Investment Partners, LLC  
126 East 56<sup>th</sup> Street, 10<sup>th</sup> Floor  
New York, New York 10022  
Attn: Harold Blue

**ADVANCE TRAVEL NURSING, LLC**


By:   
Name: Paul S. Barakat  
Title: Secretary

**BANK:**

Address of Bank:

**COMERICA BANK**

M/C 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

By:   
Name: Walter Weston  
Title: VP

[Signature page to Intellectual Property Security Agreement]

**EXHIBIT A**

**Copyrights**

<b>Description</b>	<b>Registration Number</b>	<u><b>Registration Date</b></u>
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**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<u><b>Issue / Application Date</b></u>
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**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
REFERRALHOG	4,219,537	10/02/12