

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIRRUS MEDICAL STAFFING, INC.		10/19/2017	Corporation:
RECEIVING PARTY DATA			
Name:	ALCENTRA CAPITAL CORPORATION		
Street Address:	200 PARK AVENUE, 7TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4233132	QUALITY CARE... BECAUSE IT MATTERS	
Registration Number:	3679635	CIRRUS MEDICAL 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>			
Phone:	6173106000		
Email:	wilsonmurphyb@gtlaw.com		
Correspondent Name:	Barrett Wilson-Murphy		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Barrett Wilson-Murphy		
SIGNATURE:	/Barrett Wilson-Murphy/		
DATE SIGNED:	10/19/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2017, is made by CIRRUS MEDICAL STAFFING, INC. (the “Grantor”), in favor of ALCENTRA CAPITAL CORPORATION, as administrative Administrative Agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) (as defined in the Credit Agreement referred to below) on behalf of itself and the other holders of the Obligations.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of October 19, 2017 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Grantor, CIRRUS HOLDINGS USA, LLC, a North Carolina limited liability company (“USA LLC”) and CIRRUS MERGER SUB, INC. a Delaware corporation (“Merger Sub” and, together with Grantor and USA LLC, each a “Borrower” and collectively, the “Borrowers”), CIRRUS AMERICA HOLDINGS, INC., a Delaware corporation (“Holdings”), the other Loan Parties, the Lenders from time to time party thereto and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Credit Agreement, to guarantee the Obligations of the Borrowers; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to continue to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

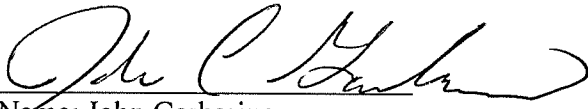
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

CIRRUS MEDICAL STAFFING, INC
as Grantor

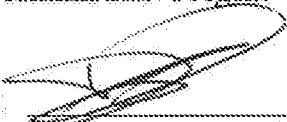
By: 
Name: John Garbarino
Title: Secretary

SIGNATURE PAGE TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006185 FRAME: 0753

ACCEPTED AND AGREED
as of the date first above written:

ALCENTRA CAPITAL CORPORATION
as Administrative Agent

By: 
Name: David Scopelliti
Title: Chief Executive Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date or File Date</u>	<u>Status</u>	<u>Registration No. Or Application No.</u>
Quality Care... Because It Matters	Cirrus Medical Staffing, Inc.	10/30/2012	Registered	4,233,132
Cirrus Medical Staffing	Cirrus Medical Staffing, Inc.	9/8/2009	Registered	3,679,635