

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451753

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laurel, Jensen, and Von, LLC		11/16/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Medley Capital, LLC		
Street Address:	280 Park Ave., 6th Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4421883	HIREMYCARE.COM	
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>			
Email:	uspto@trademarks411.com		
Correspondent Name:	Laurel, Jensen and Von, LLC		
Address Line 1:	4542 E. Inverness Ave., Ste. 210		
Address Line 4:	Mesa, ARIZONA 85206		
NAME OF SUBMITTER:	Seth H. Reagan		
SIGNATURE:	/Seth H. Reagan/		
DATE SIGNED:	11/21/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2017, is made by the undersigned (“**Grantor**”), in favor of **MEDLEY CAPITAL LLC**, a Delaware limited liability company (“**Medley**”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 16, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) **TEAM RMS, LLC**, a Delaware limited liability company (“**RMS Parent**”), **TEAM PUBLIC CHOICES, LLC**, a Delaware limited liability company (the “**TPC Parent**”), **TEAM RISK MANAGEMENT STRATEGIES, LLC**, a California limited liability company (“**RMS**”), **CHARTER MANAGEMENT SERVICES, LLC**, a California limited liability company (“**CMS LLC**”), **TEAM RMS TEXAS, LLC**, a Texas limited liability company (“**RMS Texas**”), **LAUREL, JENSEN AND VON, LLC**, a Nevada limited liability company (“**LJV**”), **ACUMEN, LLC**, a Utah limited liability company (“**Acumen**”), **ACUMEN FISCAL AGENT, L.L.C.**, a Utah limited liability company (“**AFA**”), **ACCENT INTERMEDIARY SERVICES, LLC**, a Colorado limited liability company (“**AIS**”), **ARBOR FISCAL EMPLOYER AGENT, LLC**, a Nevada limited liability company (“**AFEA**”), **HIRE MY CARE, LLC**, a Nevada limited liability company (“**HMC**”), and immediately after giving effect to the Closing Date Acquisition, **PERSONAL ASSISTANCE SERVICES OF COLORADO, LLC**, a Colorado limited liability company (“**PASCO**”) (each of PASCO, RMS Parent, TPC Parent, RMS, CMS LLC, RMS Texas, LJV, Acumen, AFA, AIS, AFEA and HMC, together with each other Person that executes a Joinder Agreement and becomes a “Borrower” thereunder, each a “**Borrower**” and collectively, the “**Borrowers**”); (ii) **RMS HOLDING COMPANY, LLC**, a Delaware limited liability company (“**RMS Holdco**”), **TEAM-PC HOLDING COMPANY, LLC**, a Delaware limited liability company (“**TPC Holdco**”), and each Subsidiary of RMS Holdco listed as a “Guarantor” on the signature pages thereto (RMS Holdco and TPC Holdco, together with each other Person that executes a Joinder Agreement and becomes a “Guarantor” thereunder or otherwise guaranties all or any part of the Obligations, each a “**Guarantor**” and collectively, the “**Guarantors**”); (iii) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”); and (iv) Medley, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and Collateral Agent (Collateral Agent, together with the Administrative Agent, each an “**Agent**” and collectively, the “**Agents**”), the Lenders have severally agreed to make the Loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is party to a Guaranty and Security Agreement of even date herewith in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”), pursuant to which 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 to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Collateral Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral 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 Grantor (the "***Trademark Collateral***"):

(a) all of its Trademarks and all exclusive Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including those referred to on Schedule 1 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and 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 Guaranty and Security Agreement and Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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 WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW)**. In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

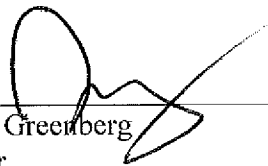
GRANTOR:

LAUREL, JENSEN AND VON, LLC, a
Nevada limited liability company

By: TEAM-PC Holding Company, LLC
Its: Manager

By: RMS Holding Company, LLC
Its: Manager

By: _____
Name: Joshua Greenberg
Title: Manager



Signature Page to Trademark Security Agreement

CHICAGO#3051821

TRADEMARK
REEL: 006220 FRAME: 0340

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Mark	Registration Date	Registration No.	Owner
"hiremycare.com" service mark	October 22, 2013	4,421,883	Laurel, Jensen and Von, LLC

2. TRADEMARK APPLICATIONS

N/A

3. TRADEMARK LICENSES

N/A