## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM463950

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Notice of Release of Security Interest Recorded at Reel 5988, Frame 0516	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Compass Bank		03/01/2018	National Banking Association: TEXAS

### **RECEIVING PARTY DATA**

Name:	360 Healthcare Staffing LLC	
Street Address:	333 First Street North, 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: 2134522329

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.

Phone: 2136207848

iprecordations@whitecase.com Email: Justine Lu/White & Case LLP **Correspondent Name:** Address Line 1: 555 South Flower Street, 2700 Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1145754-0017-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	03/01/2018

### **Total Attachments: 4**

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#### NOTICE OF RELEASE OF SECURITY INTEREST

This Notice of Release of Security Interest is given this 1st day of March, 2018 by Compass Bank, as Administrative Agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), to 360 HEALTHCARE ACQUISITION CORPORATION and 360 HEALTHCARE STAFFING LLC (collectively the "Grantors"). All terms used herein which are not otherwise defined herein, shall have the respective meanings assigned thereto in the Credit Agreement or Security Agreement (each as defined below), as applicable.

#### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of February 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PPR Holding Corporation, a Delaware corporation ("Holdings"), Professional Placement Resources, LLC, a Florida limited liability company (the "Borrower"), the Grantors, the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the 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, pursuant to the Credit Agreement Grantors executed and delivered that certain Assumption Agreement, dated as of February 1, 2017 in order to become party to that certain Guarantee and Collateral Agreement, dated as of October 25, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, Grantors granted to the Administrative Agent a security interest in their respective Trademark Collateral, including, without limitation, those Trademarks identified on Schedule A attached hereto, pursuant to a certain Intellectual Property Security Agreement, dated as of February 13, 2017 (the "Security Agreement") and recorded on February 13, 2017 in Reel 5988, Frame 0516;

WHEREAS, the extensions of credit and the obligations secured by said security interest have been paid and satisfied in full and irrevocably discharged, terminated and released; and

NOW THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without recourse and without any representation or warranty, hereby terminates the Security Agreement and releases, relinquishes and terminates any and all liens, security interests or other interests in or rights it may have acquired through the Security Agreement in the Trademark Collateral

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and any other IP Collateral, and the recording officer in the U.S. Patent and Trademark Office is hereby authorized to cancel the Security Agreement of record.

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IN WITNESS WHEREOF, the Administrative Agent has caused this instrument to be executed by its authorized officer on the date first written above.

Compass Bank

Name: Brandon B. Kelley

Title: Authorized Signatory

NOTICE OF RELEASE OF SECURITY INTEREST

# SCHEDULE A

# **TRADEMARKS**

U.S. Application No. U.S. Filing Date	Registration Number Registration Date	Mark	Status	Assignee/Owner listed on USPTO Database
77516177 7/7/2008	3761667 3/16/2010	360 HEALTHCARE STAFFING	Registered	360 Healthcare Staffing LLC

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**RECORDED: 03/01/2018**