

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Professional Placement Resources, LLC		03/01/2018	Limited Liability Company: FLORIDA
360 Healthcare Staffing LLC		03/01/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3761667	360 HEALTHCARE STAFFING
Registration Number:	5030676	PPR BEACON BEACON123.COM
Registration Number:	4840607	PPR RISK ADJUSTMENT STAFFING
Registration Number:	4670560	PPR TALENT SOLUTIONS
Registration Number:	4670551	PPR TALENT MANAGEMENT GROUP
Registration Number:	4670549	PPR EDUCATION SERVICES
Registration Number:	4670548	PPR RISK ADJUSTMENT SERVICES
Registration Number:	4670546	PPR TRAVEL NURSING
Registration Number:	4670543	PPR
Registration Number:	3430095	PPR
Registration Number:	3523149	THIRTEENWEEKS.COM
Serial Number:	87641032	OR TN OR TRAVEL NURSING
Serial Number:	87638112	ROAD TRIP TRAVEL NURSING
Serial Number:	87634811	PPR HEALTHCARE STAFFING
Registration Number:	4670547	PPR VENDOR SOLUTIONS

CH \$390.00 3761667

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**Email:** iprecordations@whitecase.com**Correspondent Name:** Justine Lu/White & Case LLP**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:** 03/06/2018**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of March 1, 2018, by and among **PROFESSIONAL PLACEMENT RESOURCES, LLC**, a Florida limited liability company ("Professional Placement") and **360 HEALTHCARE STAFFING LLC**, a Delaware limited liability company ("360 Healthcare Staffing", and together with Professional Placement, each a "Grantor" and collectively, the "Grantors") 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 Grantors are party to a Second 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 Grantors granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantors and pursuant to which the Grantors are 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 Grantors hereby agree 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. Each 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 the Grantors 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 each Grantor to the Collateral Agent in the Security Agreement. Each 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 the Grantors 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.

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

PROFESSIONAL PLACEMENT RESOURCES, LLC,
a Florida limited liability company

By: 
Name: Craig Meier
Title: Chief Executive Officer


360 HEALTHCARE STAFFING LLC,
a Delaware limited liability company

By: 
Name: Craig Meier
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

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

By:  _____
Name: Kenneth Chin
Title: Director
Banking Products Services, US

[Signature Page to Trademark Security Agreement (Second Lien)]


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL



UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

1. 360 HEALTHCARE STAFFING LLC

Owner/Grantor	Trademark	Registration Number/Application # Number	Jurisdiction	Registration Date / Application Date
360 Healthcare Staffing LLC	360 HEALTHCARE STAFFING	3761667 77516177	United States	3/16/2010 7/7/2007

2. PROFESSIONAL PLACEMENT RESOURCES, LLC

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date / Application Date
Professional Placement Resources, LLC		5030676 86869280	United States	8/30/2016 1/8/2016
Professional Placement Resources, LLC	PPR RISK ADJUSTMENT STAFFING	4840607 86558639	United States	10/27/2015 3/10/2015

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date / Application Date
Professional Placement Resources, LLC	PPR TALENT SOLUTIONS	4670560 86283074	United States	1/13/2015 5/16/2015
Professional Placement Resources, LLC	PPR TALENT MANAGEMENT GROUP	4670551 86282659	United States	1/13/2015 5/14/2015
Professional Placement Resources, LLC	PPR EDUCATION SERVICES	4670549 86282605	United States	1/13/2015 5/14/2015
Professional Placement Resources, LLC	PPR RISK ADJUSTMENT SERVICES	4670548 86282554	United States	10/28/2014 5/14/2015
Professional Placement Resources, LLC	PPR VENDOR SOLUTIONS	4670547 86282509	United States	1/13/2015 5/14/2015
Professional Placement Resources, LLC	PPR TRAVEL NURSING	4670546 86282433	United States	10/28/2014 5/14/2015
Professional Placement Resources, LLC		4670543 86282295	United States	1/13/2015 5/15/2014
Professional Placement Resources, LLC	PPR	3430095 77261776	United States	1/13/2015 8/22/2007
Professional Placement Resources, LLC	THIRTEEN WEEKS.COM	3523149 77158677	United States	10/28/2008 4/17/2007
Professional Placement Resources, LLC		-- 87641032	United States	-- 10/11/2017

Owner/Grantor	Trademark	Registration Number/Application Number	Jurisdiction	Registration Date / Application Date
Professional Placement Resources, LLC	ROAD TRIP TRAVEL NURSING	-- 87638112	United States	-- 10/9/2017
Professional Placement Resources, LLC	PPR HEALTHCARE STAFFING	-- 87634811	United States	-- 10/5/2017

TRADEMARK

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RECORDED: 03/06/2018