

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM467694

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Critical Nurse Staffing, LLC		03/29/2018	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Private Bank: UTAH		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86654517	CRITICAL NURSE STAFFING, LLC	
<b>Serial Number:</b>	86654497	CNS CRITICAL NURSE STAFFING, LLC. CARING	
<b>Serial Number:</b>	87515969	MONUMENT HOME HEALTH	
<b>Serial Number:</b>	87510475	MONUMENT HOME HEALTH AND HOSPICE	
<b>Serial Number:</b>	87377726	BLACK LUNG CARE SPECIALISTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	6142803562		
<b>Email:</b>	ted.mulligan@wolterskluwer.com		
<b>Correspondent Name:</b>	Ted Mulligan		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Ted Mulligan		
<b>SIGNATURE:</b>	/tedmulligan/		
<b>DATE SIGNED:</b>	03/29/2018		

OP \$140.00 86654517

**Total Attachments: 6**

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page1.tif

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page2.tif

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page3.tif

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page4.tif

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page5.tif

source=Critical Nurse Staffing, LLC - Trademark Sec Agmt#page6.tif

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Critical Nurse Staffing, LLC

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) Colorado

Additional names of conveying parties attached? ☐ Yes ☒ No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 29, 2018

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Ally Bank

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Private Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

See Schedule I attached to the Trademark Security Agreement

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I attached to the Trademark Security Agreement

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule I attached to the Trademark Security Agreement

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: \_\_\_\_\_

Email Address: dmangan@chapman.com

### 6. Total number of applications and registrations involved:

5

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

3/29/18

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of March 29, 2018, is made by **CRITICAL NURSE STAFFING, LLC**, as Grantor (together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **CRITICAL NURSE STAFFING, LLC**, a Colorado limited liability company (“CNS”), any other Borrower from time to time party thereto (together with CNS, individually and collectively, “Borrower”), **TIGER PEAK HEALTHCARE HOLDING, LLC**, a Delaware limited liability company (“Holdings”), and any other Guarantor from time to time a party thereto or otherwise guaranteeing all or any part of the Obligations (together with Holdings, individually and collectively, “Guarantor”), the financial institution(s) listed on the signature pages thereof and their respective successors and Eligible Assignees (each individually a “Lender” and collectively “Lenders”) and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

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

**Section 2. Grant of Security Interest in Trademark Collateral.** To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (except for Excluded Assets);
- (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. Recordation.** Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Agent.

**Section 4. Loan Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

**Section 5. Grantor Remains Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

**Section 6. Counterparts.** This 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. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.


**Section 7. Governing Law.** This 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**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

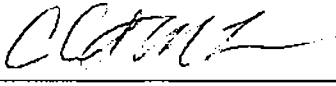
**GRANTOR:**

**CRITICAL NURSE STAFFING, LLC**

By   
Name: Sarah Francis  
Title: Chief Financial Officer

**ACCEPTED AND AGREED**  
as of the date first above written:

**ALLY BANK**, as Agent

By 

Name: Christopher Lee

Title: Authorized Signatory

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

1. REGISTERED TRADEMARKS

<b>Title</b>	<b>Owner</b>	<b>Filing Jurisdiction</b>	<b>Filing Date</b>	<b>Reg./Serial Number</b>
CRITICAL NURSE STAFFING, LLC	Critical Nurse Staffing, LLC	US	June 8, 2015	86654517
CNS CRITICAL NURSE STAFFING, LLC CARING FOR ENERGY WORKERS	Critical Nurse Staffing, LLC	US	June 8, 2015	86654497
MONUMENT HOME HEALTH	Critical Nurse Staffing, LLC	US	July 5, 2017	87515969
MONUMENT HOME HEALTH AND HOSPICE	Critical Nurse Staffing, LLC	US	June 29, 2017	87510475
BLACK LUNG CARE SPECIALISTS	Critical Nurse Staffing, LLC	US	March 20, 2017	87377726

2. TRADEMARK APPLICATIONS

None.