

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478385

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scrubs AC, Inc.		06/15/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Blvd.		
Internal Address:	9th Floor		
City:	Stamford		
State/Country:	CALIFORNIA		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4823192	ALLHEART PROHEART	
Registration Number:	4847025	ALLHEART PROHEART	
Registration Number:	3780130	ALLHEART	
Registration Number:	3781759		
Registration Number:	3781760		
Registration Number:	3781761		
Registration Number:	3781741	CARE WITH ALL YOUR HEART	
Registration Number:	3775313	ALLHEART	
Registration Number:	3775311	ALLHEART	
Registration Number:	3456189	MYNURSINGUNIFORMS	
Registration Number:	3319407	ALLHEART CHEFS	
Registration Number:	2724370	ALLHEART	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		

CH \$315.00 4823192

Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 259477-5

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 06/18/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 15, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of June 30, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative 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

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to

Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

SCRUBS AC, INC.,
as Grantor

By:

A handwritten signature in black ink, appearing to read "Robert Pierpoint", written over a horizontal line.

Name: Robert Pierpoint


Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006355 FRAME: 0949

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: Housseem Daly
Title: Associate Director







By: 
Name: Darlene Arias
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006355 FRAME: 0950

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	Scrubs AC, Inc.	ALLHEART PROHEART & Design 	86296480 5/30/2014	4823192 9/29/2015
2.		ALLHEART PROHEART	86291014 5/23/2014	4847025 11/3/2015
3.		ALLHEART	77689009 3/11/2009	3780130 4/27/2010
4.		Heart Logo 	77428737 3/21/2008	3781759 4/27/2010
5.		Heart Logo 	77428738 3/21/2008	3781760 4/27/2010
6.		Heart Logo 	77428758 3/21/2008	3781761 4/27/2010
7.		CARE WITH ALL YOUR HEART	77414197 3/5/2008	3781741 4/27/2010
8.		ALLHEART & Design 	77387769 2/4/2008	3775313 4/13/2010
9.		ALLHEART & Design 	77387024 2/1/2008	3775311 4/13/2010
10.		MYNURSINGUNIFORMS	76684207 11/20/2007	3456189 7/1/2008

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
11.		ALLHEART CHEFS	78329684 11/18/2003	3319407 10/23/2007
12.		ALLHEART	78154782 8/15/2002	2724370 6/10/2003