

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbis Clinical, LLC		05/08/2019	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Alcentra Capital Corporation		
Street Address:	200 Park Avenue		
Internal Address:	7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77714492	ORBIS CLINICAL	
CORRESPONDENCE DATA			
Fax Number:	6173106001		
<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:	6173106098		
Email:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany A. Stokes		
SIGNATURE:	/Bethany A. Stokes/		
DATE SIGNED:	05/10/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2019, is made by ORBIS CLINICAL, LLC, a Massachusetts limited liability company. (the “Grantor”), in favor of ALCENTRA CAPITAL CORPORATION, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) (as defined in the Credit Agreement referred to below) on behalf of itself and the other holders of the Obligations.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit and Guaranty Agreement, dated as of March 5, 2018, among CIRRUS MEDICAL STAFFING, INC., a Delaware corporation (“Borrower Representative”), CIRRUS HOLDINGS USA, LLC, a North Carolina limited liability company (“Cirrus USA”), TEMPUS, LLC, a California limited liability company (“Tempus”), EMERALD HEALTH SERVICES, LLC, a Nevada limited liability company (“Emerald”), GUARDIAN HEALTHCARE PROVIDERS, INC., a Tennessee corporation (“Guardian”), PHARMALOGICS RECRUITING, LLC, a Pennsylvania limited liability company, such other Persons joined thereto as a Borrower from time to time (each a “Borrower” and together, the “Borrowers”), the Grantor as a guarantor and the other guarantors from time to time party thereto (collectively, the “Guarantors, and together with the Borrowers, each a “Loan Party” and collectively “Loan Parties”), the lenders party thereto (each a “Lender” and collectively, “Lenders”), and the Administrative Agent as amended by that certain First Amendment to Credit Agreement dated September 20, 2018 among the Loan Parties, the Lenders and the Administrative Agent and that certain Second Amendment to Credit Agreement dated December 19, 2018 among the Loan Parties, the Lenders and the Administrative Agent (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor is a Guarantor under Credit Agreement, and has agreed pursuant to the Credit Agreement and the other Loan Documents to grant a security interest in all of its personal property in favor of the Administrative Agent for the benefit of the Lenders; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to continue to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative 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 the Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I 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, 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

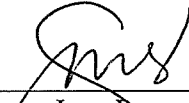
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

ORBIS CLINICAL, LLC
as Grantor

By: 
Name: Jane Perez
Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

ALCENTRA CAPITAL CORPORATION
as Administrative Agent

By: Alcentra NY LLC as Advisor to Alcentra Capital Corporation

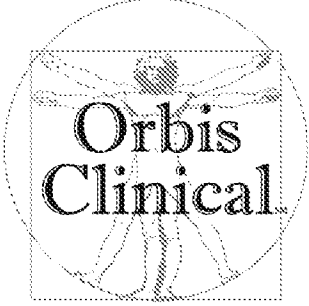
By: *Branko Kramovic*
Name: *BRANKO KRAMOVIC*
Title: *MANAGING DIRECTOR*

[Signature Page Trademark Security Agreement]

TRADEMARK
REEL: 006642 FRAME: 0818

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademarks</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Status</u>	<u>Serial No./Registration No.</u>
	Orbis Clinical, LLC	1/18/2011	Registered	77714492 / 3908633

ACTIVE 42645535v1

RECORDED: 05/10/2019

TRADEMARK
REEL: 006642 FRAME: 0819