

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537021

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHS STAFFING, LLC		08/16/2019	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5270862	AHS NURSESTAT	
Registration Number:	5270837	AHS RENALSTAT	
Registration Number:	5270821	AHS PHARMSTAT	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6472		
Email:	dmontebianco@cooley.com		
Correspondent Name:	DEREK MONTEBLANCO		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1841		
NAME OF SUBMITTER:	DEREK MONTEBLANCO		
SIGNATURE:	/DEREK MONTEBLANCO/		
DATE SIGNED:	08/16/2019		
Total Attachments: 9			

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of August 16, 2019 (the "Amendment") by and between **COMERICA BANK** ("**Bank**") and **AHS STAFFING, LLC**, an Oklahoma limited liability company ("**Grantor**").

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of December 28, 2016, as amended from time to time (the "IPSA"). The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby amended by adding those Trademarks listed on Exhibit C attached hereto.

2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.

3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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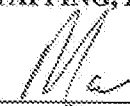
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

Address of Grantor:

AHS STAFFING, LLC

3051 Willowood Rd.
Edmond, OK 73034
Attn: Mark Smith, CEO

By: 
Name: MARC SMITH
Title: CEO

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

GRANTOR:

Address of Grantor:

AHS STAFFING, LLC

3051 Willowood Rd.
Edmond, OK 73034
Attn: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

COMERICA BANK

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

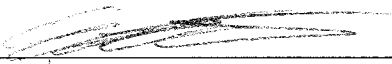
By: 
Name: Walter Weston
Title: Senior Vice President

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
AHS NURSESTAT	5,270,862	08/22/17
AHS RENALSTAT	5,270,837	08/22/17
AHS PHARMSTAT	5,270,821	08/22/17

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 2016 by and between COMERICA BANK ("Bank") and AHS STAFFING, LLC, an Oklahoma LIMITED LIABILITY COMPANY ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

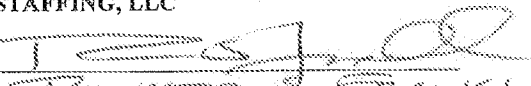
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3051 Willowood Rd
Edina, MI 48124
Attn: CFO

AHS STAFFING, LLC


By: 
Name: Richard J. Frankl
Title: CFO

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: 
Name: [Signature]
Title: Account Executive

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

Owner	Description	Patent / Application Number	Issue / Application Date
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EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
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