

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Health Resources, LLC		09/23/2019	Limited Liability Company: TEXAS
Specialist Resources Global Inc.		09/23/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services, LLC		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4138220	COREGPS	
Registration Number:	4132019	COREQUEST	
Registration Number:	5022823	COREANALYTICS	
Registration Number:	4914387	ENCORE	
Registration Number:	5003819	COREIQ	
Registration Number:	4927947	COREAUTHOR	
Registration Number:	4927949	COREVALUESET	
Registration Number:	5522831	EMIDS	
Serial Number:	88358541	EXPERIENCE PARTNERSHIP.	
Serial Number:	88358523		
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395778		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Michelle S. Raynes		

CH \$265.00 4138220

Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 2: Attn: TMSU
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER: 065694.0200

NAME OF SUBMITTER: Michelle S. Raynes

SIGNATURE: /Michelle S. Raynes/

DATE SIGNED: 09/26/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 23, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, this "Trademark Security Agreement"), is made by Encore Health Resources, LLC, a Texas limited liability company ("Encore") and Specialist Resources Global Inc., a Delaware corporation ("Specialist" and Encore, each a "Grantor" and, collectively, the "Grantors") in favor of Churchill Agency Services, LLC, 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 party to that certain Security Agreement, dated as of September 23, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), among the Grantors, 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 is required to execute and deliver this Trademark Security 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 and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and 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"):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions of the foregoing,
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (iv) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (v) to the extent not otherwise included, all income, royalties, Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

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" trademark application prior to the filing and acceptance 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, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

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 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 Trademark Security 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 Trademark Security 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 in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each 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 TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts

This Trademark Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPECIALIST RESOURCES GLOBAL INC.
as a Grantor

By:  _____

Name: Gaurav Agarwal

Title: Chief Financial Officer and Secretary

ENCORE HEALTH RESOURCES, LLC,
as a Grantor

By:  _____


Name: Gaurav Agarwal

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006755 FRAME: 0235

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent and Collateral Agent

By: 
Name: George Kurtson
Title: Sr. Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Encore Health Resources, LLC	COREGPS	4138220	5/8/2012
Encore Health Resources, LLC	COREQUEST	4132019	4/24/2012
Encore Health Resources, LLC	COREANALYTICS	5022823	8/16/2016
Encore Health Resources, LLC	ENCORE	4914387	3/8/2016
Encore Health Resources, LLC	COREIQ	5003819	7/19/2016
Encore Health Resources, LLC	COREAUTHOR	4927947	3/29/2016
Encore Health Resources, LLC	COREVALUESET	4927949	3/29/2016
Specialist Resources Global Inc.	EMIDS	5522831	7/24/2018

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Specialist Resources Global Inc.	EXPERIENCE PARTNERSHIP	88358541	3/27/2019
Specialist Resources Global Inc.	Logo	88358523	3/27/2019