

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552392

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MODIOHEALTH, INC. | | 12/04/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as collateral agent (as successor to Goldman Sachs Bank USA) | | |
| Street Address: | 520 Madison Avenue, 16th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4922725 | MODIO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028357586 | | |
| <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: | 202-835-7500 | | |
| Email: | dcip@milbank.com | | |
| Correspondent Name: | Javier J. Ramos | | |
| Address Line 1: | 1850 K Street, NW, Suite 1100 | | |
| Address Line 2: | Milbank, LLP | | |
| Address Line 4: | Washington, D.C. 20006 | | |
| ATTORNEY DOCKET NUMBER: | 32643.02900 | | |
| NAME OF SUBMITTER: | Javier J. Ramos | | |
| SIGNATURE: | /Javier J. Ramos/ | | |
| DATE SIGNED: | 12/09/2019 | | |
| Total Attachments: 6 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 4, 2019, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Jefferies Finance LLC, as collateral agent (as successor to Goldman Sachs Bank USA, the “**Collateral Agent**”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of June 7, 2016 (the “**Original Credit Agreement**”), by and among CHG Healthcare Services, Inc., a Delaware corporation (the “**Borrower**”), CHG Intermediate Corporation, a Delaware corporation (“**Holdings**”), the lenders from time to time party thereto and GOLDMAN SACHS BANK USA, as administrative agent (in such capacity, the “**Original Closing Date Administrative Agent**”) and collateral agent (in such capacity, the “**Original Closing Date Collateral Agent**”) (as amended by that certain Incremental and First Amendment to First Lien Credit Agreement, dated as of November 30, 2016 (the “**First Amendment**”), by and among the Borrower, Holdings, the lenders from time to time party thereto and the Original Closing Date Administrative Agent, as amended by that certain Second Amendment to First Lien Credit Agreement, dated as of June 8, 2017 (the “**Second Amendment**”), by and among the Borrower, Holdings, the lenders from time to time party thereto and Jefferies Finance LLC, as administrative agent (the “**Administrative Agent**”), as amended by that certain Incremental and Third Amendment to First Lien Credit Agreement, dated as of December 11, 2017 (the “**Third Amendment**”), by and among the Borrower, Holdings, the lenders from time to time party thereto and the Administrative Agent, as amended by that certain Incremental and Fourth Amendment to First Lien Credit Agreement, dated as of June 8, 2018 (the “**Fourth Amendment**”), by and among the Borrower, Holdings, the lenders from time to time party thereto and the Administrative Agent, as amended by that certain Incremental and Fifth Amendment to First Lien Credit Agreement, dated as of June 26, 2019 (the “**Fifth Amendment**”), by and among the Borrower, Holdings, the lenders from time to time party thereto and the Administrative Agent and as amended by that certain Sixth Amendment to First Lien Credit Agreement, dated as of October 28, 2019 (the “**Sixth Amendment**”), by and among the Borrower, Holdings, the Administrative Agent, the Extending Revolving Lenders (as defined in the Sixth Amendment), the Swing Line Lender (as defined in the Sixth Amendment) and the Issuing Bank (as defined in the Sixth Amendment)) (the Original Credit Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment, the “**First Lien Credit Agreement**”), (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash

Management Services, the Grantor has executed and delivered that certain Supplement No. 1, dated as of December 4, 2019 (“**Supplement No. 1 to First Lien Security Agreement**”), to the First Lien Security Agreement, dated as of June 7, 2016 (the “**Original First Lien Security Agreement**”; the Original First Lien Security Agreement, as supplemented by Supplement No. 1 to First Lien Security Agreement, the “**First Lien Security Agreement**”), by and among Holdings, the Borrower, the Subsidiary Guarantors set forth on Schedule I thereto and the Collateral Agent for the Secured Parties.

Whereas, under the terms of the First Lien Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and the First Lien Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and the First Lien Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in 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 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, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or

electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

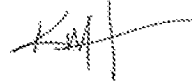
SECTION 6. First Lien Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the First Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Remainder of this page intentionally left blank]

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

MODIOHEALTH, INC., Grantor



By: _____

Name: Kirk Heath

Title: President and Chief Executive Officer

**JEFFERIES FINANCE LLC, as Collateral
Agent and Grantee**

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

SCHEDULE A

| <u>MARK</u> | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|-------------|------------------------|-----------------------|
| MODIO | 4922725 | March 22, 2016 |
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