

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM595403

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN HEALTH STAFFING GROUP, INC.		01/31/2017	Corporation: DELAWARE
AMERICAN HEALTHCARE STAFFING ASSOCIATION, LLC		01/31/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 SIX MILE ROAD		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88956285	AHSG	
<b>Serial Number:</b>	88956247	AHSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>			
<b>Phone:</b>	202-776-2046		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	1299 Pennsylvania Avenue, NW, Suite 700		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1841		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	09/02/2020		

CH \$65.00 88956285

**Total Attachments: 6**

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page1.tif

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page2.tif

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page3.tif

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page4.tif

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page5.tif

source=(AHS Staffing) IPSA - AHSG and AHSA (01.31.17 and updated Aug 2020)#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2017 by and between **COMERICA BANK** ("**Bank**") and **AMERICAN HEALTH STAFFING GROUP, INC.**, a Delaware corporation ("**AHSG**") and **AMERICAN HEALTHCARE STAFFING ASSOCIATION, LLC**, a Michigan limited liability company ("**AHSA**"; together with AHSG, each a "**Grantor**" and collectively, "**Grantors**").

### RECITALS

**A.** AHS Staffing, LLC (the "**Existing Borrower**", and with Grantors, the "**Borrowers**") and Bank are parties to that certain Loan and Security Agreement dated as of December 28, 2016 (as the same may from time to time be amended, modified, supplemented or restated, the "**Loan Agreement**"). Existing Borrower, Grantors and Bank desire to amend the Loan Agreement by that certain First Amendment to Loan and Security Agreement dated as of the date hereof to add Grantors as Borrowers under the Loan Agreement (the "**Amendment**"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, each 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, each 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.

Each 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.

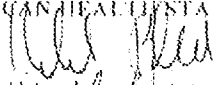
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above

GRANTORS:

Address of Grantor:

126 E. 56<sup>th</sup> St  
NY NY 10022  
Attn: Joseph Wynne

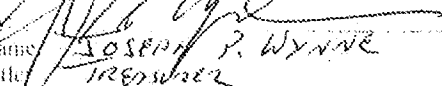
AMERICAN HEALTH STAFFING GROUP, INC.

By:   
Name: David H. Blue  
Title: President

Address of Grantor:

10126 E. Cherry Blvd  
Traverse City, MI 49624  
Attn: Tim Cherry

AMERICAN HEALTHCARE STAFFING  
ASSOCIATION, LLC

By:   
Name: JOSEPH P. WYNNE  
Title: Treasurer

BANK:

Address of Bank:

COMERICA BANK

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

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.

**GRANTORS:**

Address of Grantor:

**AMERICAN HEALTH STAFFING GROUP, INC.**

c/o BelHealth Investment Partners, LLC  
126 E. 56<sup>th</sup> St., 23<sup>rd</sup> Floor, New York, NY 10022  
Attn: Joseph P. Wynne, CFO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantor:

**AMERICAN HEALTHCARE STAFFING  
ASSOCIATION, LLC**

c/o AHS Staffing, LLC  
3051 Willowood Rd., Edmond, OK 73034  
Attn: Richard Frankl, CFO

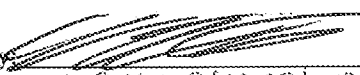
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

**COMERICA BANK**

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

By:  \_\_\_\_\_  
Name: Walter Weston  
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

None.

**EXHIBIT B**

**Patents**

<b>Owner</b>	<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
--------------	--------------------	--	---

None.

**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
AHSG	AHSG	88/956,285	06/09/20
AHSA	AHSA	88/956,247	06/09/20