

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN HEALTH TECHNOLOGY GROUP LLC		07/02/2020	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88956211	AHTG	
Serial Number:	88899849	INSIGHT ATS+	
Serial Number:	88899822	TRIO VMS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	036703-1841		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	09/02/2020		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 2, 2020 by and between **COMERICA BANK** (“**Bank**”) and **AMERICAN HEALTH TECHNOLOGY GROUP LLC**, an Oklahoma limited liability company (“**AHTG**” or “**Grantor**”).

RECITALS

A. AHS STAFFING, LLC, an Oklahoma limited liability company (“**AHS**”), AMERICAN HEALTH STAFFING GROUP, INC., a Delaware corporation (“**AHSG**”), AMERICAN HEALTHCARE STAFFING ASSOCIATION, LLC, a Michigan limited liability company (“**AHSA**”), THAXTON INTERIM LEADERSHIP, LLC, a Delaware limited liability company (“**Thaxton**”), EXPEDIENT TRAVEL NURSING, LLC, a Delaware limited liability company (“**Expedient Nursing**”), ADVANCE TRAVEL NURSING, LLC a Delaware limited liability company (“**Advance Travel**”; **AHS**, **AHSG**, **AHSA**, **Thaxton**, **Expedient Nursing** and **Advance Travel** are collectively the “**Existing Borrowers**”, and with **Grantor**, the “**Borrowers**”) and **Bank** are parties to that certain Loan and Security Agreement dated as of December 28, 2016, as amended from time to time including without limitation by that certain First Amendment to Loan and Security Agreement dated as of January 31, 2017, that certain Second Amendment to Loan and Security Agreement dated as of April 28, 2017, that certain Third Amendment to Loan and Security Agreement dated as of August 11, 2017, that certain Fourth Amendment to Loan and Security Agreement dated as of October 16, 2017 and that certain Fifth Amendment to Loan and Security Agreement dated as of February 15, 2018, that certain Sixth Amendment and Waiver to Loan and Security Agreement dated September 20, 2019 (as the same may from time to time be amended, modified, supplemented or restated, the “**Loan Agreement**”). Existing Borrowers, **Grantor** and **Bank** desire to amend the Loan Agreement by that certain Seventh Amendment, Waiver and Joinder to Loan and Security Agreement dated as of the date hereof to add **Grantor** as a Borrower 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 **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.

[signature page follows]

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:

3051 Willowood Road
Edmond, OK 73034
Attn: Trebor Nall

AMERICAN HEALTH TECHNOLOGY GROUP LLC


By: 
Name: Trebor Nall
Title: CFO

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: Senior Vice President

[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

Description	Registration/ Serial Number	Registration/ Application Date
AHTG	88956211	06/09/20
INSIGHT ATS+	88899849	05/04/20
TRIO VMS	88899822	05/04/20