

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM615412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circle of Life Home Care Anishinaabe, LLC		12/18/2020	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90106568	HEALTHCARE WARRIORS	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	038263-0386		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/18/2020		
Total Attachments: 5			
source=TEAM - Trademark Security Agreement (2L) Executed#page1.tif			
source=TEAM - Trademark Security Agreement (2L) Executed#page2.tif			
source=TEAM - Trademark Security Agreement (2L) Executed#page3.tif			
source=TEAM - Trademark Security Agreement (2L) Executed#page4.tif			

OP \$40.00 90106568

TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”), dated as of December 18, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (“**Credit Suisse**”), as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article IX of the Credit Agreement, the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TEAM Public Choices, LLC, a Delaware limited liability company (“**TPC Parent**”), TEAM Services Group, LLC, a Delaware limited liability company (“**TSG**”), TEAM RMS, LLC, a Delaware limited liability company (“**RMS Parent**” and, together with TPC Parent and TSG, collectively, the “**Borrowers**” and each, a “**Borrower**”), RMS Holding Company, LLC, a Delaware limited liability company (“**Holdings**”), and TEAM-PC Holding Company, LLC, a Delaware limited liability company (“**Intermediate Holdings**”), each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”), Credit Suisse, as administrative agent for the Lenders and Collateral Agent, entered into that certain Senior Secured Second Lien Credit Agreement, dated as of December 18, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or, if not defined therein, as defined in the Security Agreement referred to below.

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated as of December 18, 2020 made by the Loan Parties party thereto from time to time, as grantors, to the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in such Grantor’s right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising, except for any Excluded Property (the “**Trademark Collateral**”):

- (i) the Trademark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby (but, for the avoidance of doubt, excluding any intent-to-use Trademark application

prior to the filing 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, or resulting in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law);

(ii) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief, rights to sue at law or equity, for any past, present and future infringement, dilution, misappropriation, violation, misuse, breach or other impairment with respect to any of the foregoing, with the right, but not the obligation, to settle, sue for and collect, or otherwise recover, such damages and injunctive relief; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Trademark Collateral.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

SECTION 6. Governing Law, Jurisdiction, Etc.; Waiver of Jury Trial.
Sections 10.16 (Governing Law; Jurisdiction; Etc.) and 10.17 (Waiver of Jury Trial) of the
Credit Agreement are incorporated herein by reference, mutatis mutandis.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CIRCLE OF LIFE HOME CARE ANISHINAABE,
LLC

By *Cullen Knightts*
Name: Cullen Knightts
Title: Authorized Signatory

Signature Page to Trademark Security Agreement (Second Lien)

SCHEDULE A

Grantor	Mark	Reg. No. (Application No.)	Reg. Date (Application Date)
Circle of Life Home Care Anishinaabe, LLC	HEALTHCARE WARRIORS	(90106568)	(August 11, 2020)
Circle of Life Home Care Anishinaabe, LLC	CIRCLE OF LIFE HOME CARE (Trade Name)	9118100	August 1, 2019
Circle of Life Home Care Anishinaabe, LLC	SOARING EAGLES HOME CARE (Trade Name)	9118091	August 1, 2019