

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release Under Trademark Security Agreement Recorded at Reel 6880, Frame 0064
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oxford Finance, LLC, as administrative agent and collateral agent		02/05/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cirrus Medical Staffing, Inc.
Street Address:	999 North Pacific Coast Highway, 7th Floor
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Corporation: DELAWARE
Name:	Orbis Clinical, LLC
Street Address:	300 Unicorn Park Drive
City:	Woburn
State/Country:	MASSACHUSETTS
Postal Code:	01801
Entity Type:	Limited Liability Company: MASSACHUSETTS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4233132	QUALITY CARE... BECAUSE IT MATTERS
Registration Number:	3679635	CIRRUS MEDICAL STAFFING
Registration Number:	3908633	ORBIS CLINICAL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2136207848
 Email: iprecordations@whitecase.com
 Correspondent Name: Justine Lu/White & Case LLP
 Address Line 1: 555 South Flower Street, 2700

TRADEMARK

Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	1135397-0137-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	02/05/2021
Total Attachments: 5 source=Oxford-Epic-Release of Trademark Security Agreement (Executed)#page1.tif source=Oxford-Epic-Release of Trademark Security Agreement (Executed)#page2.tif source=Oxford-Epic-Release of Trademark Security Agreement (Executed)#page3.tif source=Oxford-Epic-Release of Trademark Security Agreement (Executed)#page4.tif source=Oxford-Epic-Release of Trademark Security Agreement (Executed)#page5.tif	

**RELEASE UNDER
TRADEMARK SECURITY AGREEMENT**

THIS RELEASE UNDER TRADEMARK SECURITY AGREEMENT ("Release") is made as of February 5, 2021, by and among CIRRUS MEDICAL STAFFING, INC., a Delaware corporation ("Cirrus"), ORBIS CLINICAL, LLC, a Massachusetts limited liability company ("Orbis Clinical"; and together with Cirrus, collectively the "Grantors" and each individually a "Grantor"), and OXFORD FINANCE LLC, as administrative agent and collateral agent (in such capacity, "Agent") for the lenders ("Lenders") from time to time party to that certain Credit, Guaranty and Security Agreement dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, the "Credit Agreement"). Capitalized terms used in this Agreement and not otherwise defined herein have the meanings assigned to them (including by reference to other agreements) in the Credit Agreement.

WHEREAS, Agent and Grantors previously entered into that certain Trademark Security Agreement dated as of February 28, 2020 (the "IP Security Agreement"), notice of which was recorded by the United States Patent and Trademark Office on March 2, 2020 at Reel 6880, Frame 0064;

WHEREAS, pursuant to the IP Security Agreement, among other things, each Grantor granted to Agent, for the benefit of Agent and Lenders, a security interest in the "Trademark Collateral" as defined therein to secure its obligations to Agent and Lenders under the Credit Agreement, including the Trademarks set forth on **Appendix A** hereto;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Release of Trademark Collateral. Agent hereby releases its lien, security interest and all other rights on the Trademarks and all other intellectual property rights listed in **Appendix A** hereto, and in all of Grantors' rights, title and interest in, to and under the Trademark Collateral (as defined in the IP Security Agreement). To the extent that following the release set forth in this paragraph, Agent retains or would retain any right, title or interest in or to the Trademark Collateral, Agent hereby reassigns, grants and conveys to the Grantors, all of such Grantor's right, title and interest in, to and under the Trademark Collateral.

2. Miscellaneous.

(a) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be transmitted and/or signed by facsimile or other electronic transmission. The effectiveness of any such signature shall, subject to applicable

RELEASE UNDER
IP SECURITY AGREEMENT

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Law, have the same force and effect as manually signed originals and shall be binding on the parties. Agent may also require that any such documents and signatures be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

(b) Governing Law. The validity, interpretation and enforcement of this Agreement shall be governed by the Laws of the State of New York, without regard to conflict of laws principles.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Release Under Trademark Security Agreement to be duly executed and delivered as of the date first written above.

"Grantors"

CIRRUS MEDICAL STAFFING, INC.

By: _____

Name: Jane Perez

Title: Chief Financial Officer

ORBIS CLINICAL, LLC

By: _____

Name: Jane Perez

Title: Chief Financial Officer

"Agent"

OXFORD FINANCE LLC

By: _____

Name:

Title:

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TRADEMARK
REEL: 007182 FRAME: 0383

IN WITNESS WHEREOF, the parties hereto have caused this Release Under Trademark Security Agreement to be duly executed and delivered as of the date first written above.

“Grantors”

CIRRUS MEDICAL STAFFING, INC.

By: _____
Name: _____
Title: _____

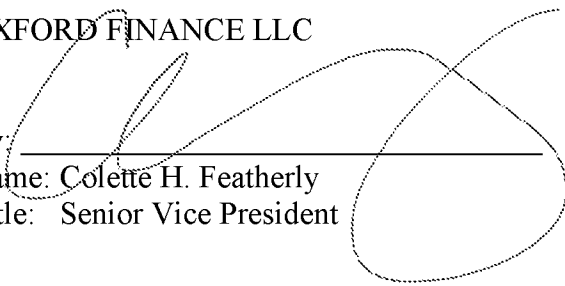
ORBIS CLINICAL, LLC

By: _____
Name: _____
Title: _____

“Agent”

OXFORD FINANCE LLC

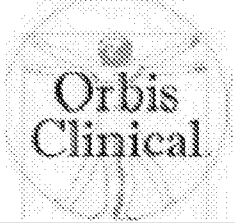
By: _____
Name: Colette H. Featherly
Title: Senior Vice President



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IP SECURITY AGREEMENT

APPENDIX A

U.S. Trademark Registrations:

Registered Owner	Mark	Registration Number	Registration Date
Cirrus Medical Staffing, Inc.	Quality Care... Because It Matters	4233132	10/30/2012
Cirrus Medical Staffing, Inc.	Cirrus Medical Staffing	3679635	09/08/2009
Orbis Clinical, LLC		3908633	01/18/2011

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