

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630058

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. NURSING CORPORATION		03/05/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A., AS COLLATERAL AGENT		
Street Address:	24 STATE STREET		
City:	BOSTON		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4021735	U.S. NURSING CORPORATION	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057367-27		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	03/05/2021		
Total Attachments: 7			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of March 5, 2021, (this “**Agreement**”), among Truststaff Travel Nurses, LLC, Fastaff, LLC and U.S. Nursing Corporation (each, a “**Grantor**”) and Citizens Bank, N.A. (“**Citizens**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the First Lien Credit Agreement) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among CCRR Parent, Inc., a Delaware corporation, the other Borrowers, CCT Intermediate, LLC, a Delaware limited liability company, the lenders from time to time party thereto and Citizens, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” (or similar) Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or similar filing with respect thereto.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that 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 hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts; Electronic Execution.* Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRUSTAFF TRAVEL NURSES, LLC

By: Carol Weinstein
Name: Carol Weinstein
Title: Authorized Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007212 FRAME: 0807

FASTAFF, LLC

By: 

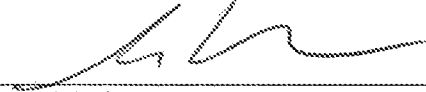
Name: Mark Hovermann

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007212 FRAME: 0808

U.S. NURSING CORPORATION

By: 

Name: Mark Hovermann

Title: Chief Financial Officer

CITIZENS BANK, N.A.,
as Collateral Agent

By: Aman Patel
Name: Aman Patel
Title: Vice President

SCHEDULE I

UNITED STATES REGISTERED TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Trustaff Travel Nurses, LLC	2984207	TRUSTAFF Service Mark
Fastaff, LLC	2558717	WE KNOW WHAT YOU'RE WORTH
Fastaff, LLC	2561553	IT IS ALL ABOUT COMMITMENT
Fastaff, LLC	3763205	FASTAFF
Fastaff, LLC	4071963	THE RIGHT NURSE RIGHT NOW!
Fastaff, LLC	4136608	FASTAFF TRAVEL NURSING
U.S. Nursing Corporation	4021735	U.S. NURSING CORPORATION
Fastaff, LLC	4554540	FASTPASS PROFILE
Fastaff, LLC	4554541	FASTPASS PROFILE
Fastaff, LLC	4779131	RAPID RESPONSE
Fastaff, LLC	6158639	GUARANTEED DELIVERY OF EXPERIENCED NURSES

UNITED STATES TRADEMARKS APPLICATIONS

APPLICANT	SERIAL NO.	TRADEMARK
Fastaff, LLC	90084039	RAPID RESPONSE