

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gifted Nurses, LLC		06/18/2021	Limited Liability Company: LOUISIANA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3489347	GIFTED NURSES	
Registration Number:	4442646	NURSE NEXUS	
Registration Number:	4828140	GIFTED HEALTHCARE	
Registration Number:	4828141	GIFTED HEALTHCARE	
Registration Number:	5721119	GIFTED	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1400986		
NAME OF SUBMITTER:	Gwendolyn Meccas		
SIGNATURE:	/Gwendolyn Meccas/		
DATE SIGNED:	06/21/2021		

OP \$140.00 3489347

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 18, 2021, by and between the **GIFTED NURSES, LLC**, a Louisiana limited liability company (the “**Grantor**”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “**Administrative Agent**”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of June 18, 2021, by and among **GIFTED ULTIMATE HOLDINGS LLC**, a Delaware limited liability company (“**Holdings**”), **GIFTED INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation (“**Gifted One**”), **GIFTED INTERMEDIATE HOLDINGS II, INC.**, a Delaware corporation (“**Gifted Two**”) and together with Gifted One, jointly and severally, individually and collectively, the “**Borrower**” and, together with Holdings and the other Guarantors, the “**Loan Parties**” and each a “**Loan Party**”), the several Lenders party thereto from time to time, and Silicon Valley Bank, as Administrative Agent, Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Loan Party have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Loan Party shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Loan Party under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Loan Party have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Loan Party’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 its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Trademarks listed on Exhibit A hereto), and 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 Administrative Agent under the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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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.

GRANTOR:

GIFTED NURSES, LLC

By: 
Name: DAVID S DARR
Title: CEO

[Signature Page to Intellectual Property Security Agreement]

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,

By: Allison L. Cohen

Name: Allison L. Cohen

Title: Vice President

[Signature Page to Intellectual Property Agreement]

EXHIBIT A

TRADEMARKS

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
United States	3,489,347	August 19, 2008	December 20, 2006	Gifted Nurses, LLC	Mark depicted in registered filing
United States	4,442,646	December 3, 2013	January 11, 2013	Gifted Nurses, LLC	Mark depicted in registered filing
United States	4,828,140	October 6, 2015	June 16, 2014	Gifted Nurses, LLC	Mark depicted in registered filing
United States	4,828,141	October 6, 2015	June 16, 2014	Gifted Nurses, LLC	Mark depicted in registered filing
United States	5,721,119	April 9, 2019	August 27, 2018	Gifted Nurses, LLC	Mark depicted in registered filing