

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679059

|   |                                       |                       |  |
|---|---------------------------------------|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                        |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST          |                       |  |
| <b>SEQUENCE:</b>  | 2                                     |                       |  |
| <b>CONVEYING PARTY DATA</b>   |                                       |                       |  |
| <b>Name</b>   | <b>Formerly</b>                       | <b>Execution Date</b> | <b>Entity Type</b>                     |
| JEFFERIES FINANCE LLC,<br>as administrative agent   |                                       | 09/30/2021            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                       |                       |  |
| <b>Name:</b>  | MODIOHEALTH, INC.                     |                       |  |
| <b>Street Address:</b>  | 7259 S. Bingham Jct. Boulevard        |                       |  |
| <b>City:</b>  | Midvale                               |                       |  |
| <b>State/Country:</b>   | UTAH                                  |                       |  |
| <b>Postal Code:</b>   | 84047                                 |                       |  |
| <b>Entity Type:</b>   | Corporation: DELAWARE                 |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                       |                       |  |
| <b>Property Type</b>  | <b>Number</b>                         | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 4922725                               | MODIO                 |  |
| <b>CORRESPONDENCE DATA</b>  |                                       |                       |  |
| <b>Fax Number:</b>  | 2125305219                            |                       |  |
| <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> |                                       |                       |  |
| <b>Phone:</b>   | 2125305878                            |                       |  |
| <b>Email:</b>   | dcip@milbank.com, jgarces@milbank.com |                       |  |
| <b>Correspondent Name:</b>  | John Garces, Esq.                     |                       |  |
| <b>Address Line 1:</b>  | 55 Hudson Yards                       |                       |  |
| <b>Address Line 2:</b>  | Milbank, LLP                          |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10001-2163         |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 30045.00391                           |                       |  |
| <b>NAME OF SUBMITTER:</b>   | John Garces                           |                       |  |
| <b>SIGNATURE:</b>   | /John Garces/                         |                       |  |
| <b>DATE SIGNED:</b>   | 10/05/2021                            |                       |  |
| <b>Total Attachments: 6</b>   |                                       |                       |  |
| source=5.4. CHG Refinancing (2021) - Term Loan Termination and Release of Trademark Security Interest (Modio) (Executed)#page1.tif  |                                       |                       |  |

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source=5.4. CHG Refinancing (2021) - Term Loan Termination and Release of Trademark Security Interest (Modio) (Executed)#page2.tif

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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of September 30, 2021, by **JEFFERIES FINANCE LLC**, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), in favor of **MODIOHEALTH, INC.** (individually, a "Grantor", and, collectively, the "Grantors") pursuant to that certain First Lien Credit Agreement, dated as of June 7, 2016, as amended by that certain Incremental and First Amendment to First Lien Credit Agreement, dated as of November 30, 2016, as amended by that certain Resignation, Consent and Appointment Agreement, dated as of December 30, 2016 (the "Agency Assignment Agreement"), as amended by that certain Second Amendment to First Lien Credit Agreement, dated as of June 8, 2017, as amended by that certain Incremental and Third Amendment to First Lien Credit Agreement, dated as of December 11, 2017, as amended by that certain Incremental and Fourth Amendment to First Lien Credit Agreement, dated as of June 8, 2018, as amended by that certain Incremental and Fifth Amendment to First Lien Credit Agreement, dated as of June 26, 2019, as amended by that certain Sixth Amendment to First Lien Credit Agreement, dated as of October 28, 2019, as amended by that certain Seventh Amendment to First Lien Credit Agreement, dated as of December 13, 2019, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "First Lien Credit Agreement") among CHG Healthcare Services, Inc., a Delaware corporation (the "Borrower"), CHG Intermediate Corporation, a Delaware corporation ("Holdings"), and the subsidiaries of the Borrower as may have from time to time become a party thereto, the lenders, Jefferies Finance LLC, as administrative agent (as successor-in-interest to Goldman Sachs Bank USA) (in such capacity, the "Administrative Agent"), and the other agents, arrangers and bookrunners party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement (defined below), or if not defined therein, in the First Lien Security Agreement (defined below).

**WITNESSETH:**

**WHEREAS**, the Grantors are a party to that certain First Lien Security Agreement, dated as of June 7, 2016 (as supplemented by that certain First Lien Security Agreement, dated as of December 4, 2019, as supplemented by that certain First Lien Security Supplement, dated as of May 14, 2020, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Security Agreement") in favor of Jefferies Finance LLC, as Administrative Agent (as successor-in-interest to Goldman Sachs Bank USA), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement, dated as of December 4, 2019 (the "Trademark Security Agreement");

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 6811, Frame 0017 on December 9, 2019;

**WHEREAS**, pursuant to each of the Trademark Security Agreements, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following

Pledged Collateral of such Grantor: Trademarks of such Grantor listed on Schedule A attached hereto the "Trademark Collateral";

**WHEREAS**, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantor.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each Grantor, all of its lien on and security interest in and to all of such Grantor right, title, and interest in, to and under the Trademark Collateral, and re-assigns to such Grantor any and all right, title or interest it may have in such Trademark Collateral.

The Administrative Agent hereby authorizes the Grantor, or the Grantor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which had been granted under the Trademark Security Agreements.

This Release may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by telecopy or other electronic imaging means (including in .pdf or .tif format via electronic mail) shall be effective as delivery of a manually executed counterpart of this Release. It is understood and agreed that, subject to any requirement of law, the words "execution," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature 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.

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF**

LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

*[Signature page follows]*


**IN WITNESS WHEREOF**, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

JEFFERIES FINANCE LLC,  
AS ADMINISTRATIVE AGENT

By: Paul Choi  
Authorized Signatory

Accepted and Agreed:

MODIOHEALTH, INC.

By:   
Name: Rob Millard  
Title: Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN RELEASE OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL]

**TRADEMARK**  
**REEL: 007443 FRAME: 0262**

**SCHEDULE A**

| <u>MARK</u> | <u>SERIAL/REG. NO.</u> | <u>APP./REG. DATE</u> |
|-------------|------------------------|-----------------------|
| MODIO       | 4922725                | March 22, 2016        |