

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM680955

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Steel Intermediate, Inc.		10/12/2021	Corporation: DELAWARE
Steel Purchaser, Inc.		10/12/2021	Corporation: DELAWARE
Health Careers Acquisition, Inc.		10/12/2021	Corporation: DELAWARE
Career Step, LLC		10/12/2021	Limited Liability Company: UTAH
Carrus, LLC		10/12/2021	Limited Liability Company: UTAH
Kushan, LLC		10/12/2021	Limited Liability Company: ILLINOIS
Archetype Innovations, LLC		10/12/2021	Limited Liability Company: MINNESOTA
MrXI, LLC		10/12/2021	Limited Liability Company: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	50 Rowes Wharf
<b>Internal Address:</b>	2nd Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Serial Number:</b>	90802119	EHR GO
<b>Registration Number:</b>	4823711	GO
<b>Registration Number:</b>	4833235	NEEHR PERFECT GO
<b>Registration Number:</b>	6271480	CAREERCERT
<b>Registration Number:</b>	6271482	C CAREERCERT
<b>Serial Number:</b>	90046452	C CAREERSTEP
<b>Registration Number:</b>	3843898	CAREER STEP

OP \$265.00 90802119

Property Type	Number	Word Mark
Registration Number:	2435063	SAVING LIVES THROUGH EDUCATION
Registration Number:	6120220	CARRUS
Registration Number:	6120221	C

**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:** 617-248-5000

**Email:** tmadmin@choate.com

**Correspondent Name:** Sara M. Bauer

**Address Line 1:** Two International Place

**Address Line 2:** Choate Hall & Stewart LLP

**Address Line 4:** Boston, MASSACHUSETTS 02767

**ATTORNEY DOCKET NUMBER:** 2011745-0012

**NAME OF SUBMITTER:** Sara M. Bauer

**SIGNATURE:** /sara bauer/

**DATE SIGNED:** 10/14/2021

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of October 12, 2021, is made by the Person or Persons listed on the signature pages hereof (collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “Administrative Agent”).

Reference is made to the Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) by and among Steel Purchaser, Inc., a Delaware corporation (“Parent Borrower”), as the Parent Borrower thereunder, Health Careers Acquisition, Inc., a Delaware corporation (“HCA”), Career Step, LLC, a Utah limited liability company (“Career Step, LLC”), Carrus, LLC, a Utah limited liability company (“Carrus, LLC”), Kushan, LLC, an Illinois limited liability company (“Kushan, LLC”), MRxI, LLC, an Illinois limited liability company (“MRxI, LLC”), Archetype Innovations, LLC, a Minnesota limited liability company (“Archetype Innovations, LLC” and, jointly and severally with Parent Borrower, HCA, Career Step, LLC, Carrus, LLC, and MRxI, LLC, immediately following the consummation of the Effective Date Acquisition, collectively, the “Borrowers” and each, individually, a “Borrower”), Steel Intermediate, Inc., a Delaware corporation, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Whereas, as a condition precedent to the Lenders’ extension of such credit, each Grantor has executed and delivered that certain Pledge and Security Agreement dated as of the date hereof, made by the Grantors to the Administrative Agent (as amended, 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 Administrative Agent, for the 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 Trademark Security Agreement for recording with the United States Patent and Trademark Office, state or provincial trademark offices and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms used herein but not defined shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, and satisfaction of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or at any time hereafter acquired by such Grantor or that such Grantor now has or at any time in the future may acquire, including the Trademarks set forth on Schedule A attached hereto; provided that no security interest is granted in any Excluded Asset (as defined in the Security Agreement).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or foreign office record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark 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 6. Security Agreement. This Trademark 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 Administrative Agent with respect to the 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 any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

GRANTORS:

**STEEL INTERMEDIATE, INC.**

By: Frank Britt  
Name: Frank Britt  
Title: Chief Executive Officer

**STEEL PURCHASER, INC.**

By: Frank Britt  
Name: Frank Britt  
Title: Chief Executive Officer

**HEALTH CAREERS ACQUISITION, INC  
CAREER STEP, LLC  
CARRUS, LLC  
KUSHAN, LLC  
MRXI, LLC  
ARCHETYPE INNOVATIONS, LLC**

By: Frank Britt  
Name: Frank Britt  
Title: Chief Executive Officer

**JPMORGAN CHASE BANK, N.A.**, as Administrative  
Agent

By: Stacy Benham  
Name: Stacy Benham  
Title: Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Status</u>	<u>Owner</u>
EHR GO	90802119	—	6/29/2021	—	Pending	Archetype Innovations, LLC
GO	86403984	4823711	9/23/2014	9/29/2015	Registered	Archetype Innovations, LLC
NEEHR PERFECT GO	86362823	4833235	8/11/2014	10/13/2015	Registered	Archetype Innovations, LLC
CAREERCERT	90050031	6271480	7/13/2020	2/16/2021	Registered	Career Step, LLC
C CAREERCERT	90050040	6271482	7/13/2020	2/16/2021	Registered	Career Step, LLC
C CAREERSTEP	90046452	—	7/10/2020	—	Pending	Career Step, LLC
CAREER STEP	77795758	3843898	8/3/2009	9/7/2010	Registered	Career Step, LLC
SAVING LIVES THROUGH EDUCATION	75909184	2435063	2/3/2000	3/13/2001	Registered	Career Step, LLC
CARRUS	88488561	6120220	6/25/2019	8/4/2020	Registered	Carrus, LLC
C	88488626	6120221	6/25/2019	8/4/2020	Registered	Carrus, LLC