

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interim HealthCare Inc.		10/25/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Adams Street Credit Advisors LP		
Street Address:	600 5th Avenue, 20th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3968399	CAREERSBYWEB	
Registration Number:	4945617		
Registration Number:	6054960	FIRST IN COMPASSION. FIRST IN COMPREHENS	
Registration Number:	6201916	FIRST IN HEALTHCARE STAFFING	
Registration Number:	4945618	HERE'S TO YOUR HEALTH	
Registration Number:	6415172	HOMELIFE ENRICHMENT	
Registration Number:	3958495	HOMELIFE ENRICHMENT	
Registration Number:	2822096	HOMESTYLE	
Registration Number:	2651733	HOMESTYLE	
Registration Number:	3140768	INTERIM	
Registration Number:	1763176	INTERIM	
Registration Number:	1957444	INTERIM ASSISTED CARE	
Registration Number:	4424842	INTERIM C·O·N·N·E·C·T	
Registration Number:	1910368	INTERIM HEALTHCARE	
Registration Number:	6054959	INTERIM HEALTHCARE FIRST IN HOME CARE	
Registration Number:	4428294	INTERIM HEALTHCARE HOSPICE	
Registration Number:	4579358	INTERIM PERSONNEL SERVICES	
Registration Number:	2857628	INTERLINK	
Registration Number:	2853832	INTERLINK	

OP \$565.00 3968399

Property Type	Number	Word Mark
Registration Number:	4089032	PALS2PETS
Registration Number:	2843560	SITESOLUTIONS
Registration Number:	5219200	SUCCESSFUL LIVING CHRONIC DISEASE MANAGE

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: 2023704750
Email: ipteam@cogencyglobal.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1503515
NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	10/25/2021

Total Attachments: 7
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page1.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page2.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page3.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page4.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page5.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page6.tif
source=ASP-Wellspring-Caring Brands - Trademark Security Agreement (Interim HealthCare Inc.)#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as the grantor on the signature pages hereto (the “**Grantor**”) in favor of Adams Street Credit Advisors LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to the Security Agreement, dated as of October 25, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between the Grantor and the other grantors party thereto and the Collateral Agent for the Secured Parties pursuant to which the Grantor granted a security interest to the Collateral Agent (on behalf of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

As collateral security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties constituting Collateral that are now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided* that, the Trademark Collateral shall not include any Excluded Assets (such as any intent-to-use application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application or any registration that issues therefrom under any applicable federal law):

Trademarks, and all renewals and extensions of the foregoing, and rights to sue or otherwise recover for infringements, dilution or other violations thereof.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured

Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

The Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the security interest in the Trademark Collateral shall automatically be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

INTERIM HEALTHCARE INC.,
as a Grantor

By: Jennifer Sheets

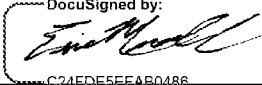
Name: Jennifer Sheets

Title: President and Secretary

ADAMS STREET CREDIT ADVISORS LP,
as Collateral Agent

By: Adams Street Credit Advisors GP LLC
its general partner

By: Adams Street Partners, LLC, its member

By:  /
C24FDE5EEFAB0486
Name: Eric R. Mansell
Title: Executive Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Record Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Interim HealthCare Inc.	CAREERSBYWEB	US	77843857	07-OCT-2009	3968399	31-MAY-2011
Interim HealthCare Inc.	DESIGN ONLY 	US	86750483	08-SEP-2015	4945617	26-APR-2016
Interim HealthCare Inc.	FIRST IN COMPASSION. FIRST IN COMPREHENSIVE CARE. FIRST IN HOME CARE	US	88504641	08-JUL-2019	6054960	12-MAY-2020
Interim HealthCare Inc.	FIRST IN HEALTHCARE STAFFING	US	88656459	16-OCT-2019	6201916	17-NOV-2020
Interim HealthCare Inc.	HERE'S TO YOUR HEALTH	US	86750496	08-SEP-2015	4945618	26-APR-2016
Interim HealthCare Inc.	HOMELIFE ENRICHMENT	US	90175443	11-SEP-2020	6415172	13-JUL-2021
Interim HealthCare Inc.	HOMELIFE ENRICHMENT	US	77768517	25-JUN-2009	3958495	10-MAY-2011

<u>Record Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Interim HealthCare Inc.	HOMESTYLE 	US	76338989	19-NOV-2001	2822096	16-MAR-2004
Interim HealthCare Inc.	HOMESTYLE	US	76327359	19-OCT-2001	2651733	19-NOV-2002
Interim HealthCare Inc.	INTERIM 	US	75235171	03-FEB-1997	3140768	12-SEP-2006
Interim HealthCare Inc.	INTERIM	US	74054496	30-APR-1990	1763176	06-APR-1993
Interim HealthCare Inc.	INTERIM ASSISTED CARE	US	74600030	17-NOV-1994	1957444	20-FEB-1996
Interim HealthCare Inc.	INTERIM C·O·N·N·E·C·T 	US	85863402	28-FEB-2013	4424842	29-OCT-2013
Interim HealthCare Inc.	INTERIM HEALTHCARE	US	74513562	18-APR-1994	1910368	08-AUG-1995
Interim HealthCare Inc.	INTERIM HEALTHCARE FIRST IN HOME CARE	US	88504607	08-JUL-2019	6054959	12-MAY-2020
Interim HealthCare Inc.	INTERIM HEALTHCARE	US	85863292	28-FEB-2013	4428294	05-NOV-2013

<u>Record Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
	HOSPICE					
Interim HealthCare Inc.	INTERIM PERSONNEL SERVICES	US	86134200	03-DEC-2013	4579358	05-AUG-2014
Interim HealthCare Inc.	INTERLINK 	US	76529416	14-JUL-2003	2857628	29-JUN-2004
Interim HealthCare Inc.	INTERLINK	US	78265945	23-JUN-2003	2853832	15-JUN-2004
Interim HealthCare Inc.	PALS2PETS	US	85244079	16-FEB-2011	4089032	17-JAN-2012
Interim HealthCare Inc.	SITESOLUTIONS	US	76368412	08-FEB-2002	2843560	18-MAY-2004
Interim HealthCare Inc.	SUCCESSFUL LIVING CHRONIC DISEASE MANAGEMENT PROGRAM AND DESIGN 	US	86750449	08-SEP-2015	5219200	06-JUN-2017