

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684951

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT (SECOND LIEN)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDICAL SOLUTIONS L.L.C., as a Grantor		11/01/2021	Limited Liability Company: DELAWARE
PROFESSIONAL PLACEMENT RESOURCES, LLC, as a Grantor		11/01/2021	Limited Liability Company: FLORIDA
C & A INDUSTRIES, LLC, as a Grantor		11/01/2021	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as Collateral Agent
Street Address:	600 Washington Boulevard, 9th Floor
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2475827	AUREUS EXECUTIVE
Registration Number:	3973844	AURTRAVEL
Registration Number:	2727856	AUREUS FINANCE & ACCOUNTING
Registration Number:	2410634	AUREUS GROUP
Registration Number:	2878734	AUREUS MEDICAL GROUP
Registration Number:	2838132	AURHOMES
Registration Number:	4077283	AURSTAFF
Registration Number:	3114712	FOCUSONE SOLUTIONS
Registration Number:	2621239	MATCH HIRE
Registration Number:	4131217	MEDICAL SOLUTIONS
Registration Number:	3290705	YOUR TRAVELING HEALTHCARE PARTNER
Registration Number:	5339915	EXCELERATED STAFF
Registration Number:	5373531	MEDICAL SOLUTIONS PLUS
Registration Number:	5484906	OR TN OR TRAVEL NURSING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3430095	PPR
Registration Number:	5030676	PPR BEACON BEACON123.COM
Registration Number:	4840607	PPR RISK ADJUSTMENT STAFFING
Registration Number:	3523149	THIRTEENWEEKS.COM

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

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:	1511220 TM D2
NAME OF SUBMITTER:	Jenny Lim
SIGNATURE:	/Jenny Lim/
DATE SIGNED:	11/01/2021

Total Attachments: 8

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT dated as of November 1, 2021 (this “Agreement”), among C & A INDUSTRIES, LLC, MEDICAL SOLUTIONS L.L.C. and PROFESSIONAL PLACEMENT RESOURCES, LLC (the “Grantors”) and UBS AG, STAMFORD BRANCH, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of November 1, 2021 (the “Credit Agreement”), among REVERB BUYER, INC., a Delaware corporation (the “Initial Borrower”), MEDICAL SOLUTIONS PARENT HOLDINGS, INC., a Delaware corporation (“Holdings”), MEDICAL SOLUTIONS L.L.C., a Delaware limited liability company, as a Borrower and MEDICAL SOLUTIONS HOLDINGS, INC., a Delaware corporation, as a Borrower (together, with Medical Solutions L.L.C., collectively, the “Borrower”), each of the SUBSIDIARY GRANTORS identified herein and UBS AG, STAMFORD BRANCH, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of November 1, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is the Borrower or an Affiliate of the Borrower and are willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantors’ right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (but in all cases excluding the Excluded Assets) (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall immediately and automatically terminate and the Collateral Agent shall promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually

signed counterpart of this Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “signed,” and words of like import in this Agreement 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 Agreement shall be construed in accordance with and governed by the law of the state of New York.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

[Signature Pages Follow]

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

MEDICAL SOLUTIONS L.L.C., as a Grantor

By: 

Name: Daniel Shedivy

Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007479 FRAME: 0555

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

PROFESSIONAL PLACEMENT
RESOURCES, LLC, as a Grantor

By: 

Name: Daniel Shedivy

Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007479 FRAME: 0556

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

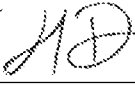
C & A INDUSTRIES, LLC, as a Grantor

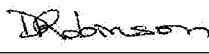
By: 
Name: Daniel Shedivy
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]


TRADEMARK
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UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Houssem Daly
Title: Director

By: 
Name: Dionne Robinson
Title: Associate Director



Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Status	Owner of Record
AUREUS EXECUTIVE	USA	76109216 11-AUG- 2000	2475827 07-AUG-2001	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AURTRAVEL	USA	85149633 11-OCT-2010	3973844 07-JUN-2011	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AUREUS FINANCE & ACCOUNTING	USA	76255931 11-MAY- 2001	2727856 17-JUN-2003	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AUREUS GROUP	USA	75877193 21-DEC- 1999	2410634 05-DEC-2000	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AUREUS MEDICAL GROUP	USA	76523184 16-JUN- 2003	2878734 31-AUG-2004	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AURHOMES	USA	76514910 16-MAY- 2003	2838132 04-MAY-2004	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
AURSTAFF	USA	85370623 13-JUL- 2011	4077283 27-DEC-2011	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
FOCUSONE SOLUTIONS	USA	76607859 20-AUG- 2004	3114712 11-JUL-2006	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
MATCH HIRE	USA	76349381 17-DEC- 2001	2621239 17-SEP-2002	Registered	C & A Industries, LLC (f/k/a C & A Industries, Inc.)
MEDICAL SOLUTIONS medical  Design solutions	USA	85395275 11-AUG- 2011	4131217 24-APR-2012	Registered	Medical Solutions L.L.C.
YOUR TRAVELING HEALTHCARE PARTNER	USA	78853670 04-APR- 2006	3290705 11-SEP-2007	Registered	Medical Solutions L.L.C

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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TRADEMARK
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EXCELERATED STAFF	USA	87427674 27-APR-2017	5339915 21-NOV-2017	Registered	Medical Solutions L.L.C
MEDICAL SOLUTIONS PLUS	USA	87413909 17-APR-2017	5373531 09-JAN-2018	Registered	Medical Solutions L.L.C
OR TN OR TRAVEL NURSING Design 	USA	87641032 11-OCT-2017	5484906 05-JUN-2018	Registered	Professional Placement Resources, LLC
PPR	USA	77261776 22-AUG-2007	3430095 20-MAY-2008	Registered	Professional Placement Resources, LLC
PPR BEACON BEACON123.COM 	USA	86869280 08-JAN-2016	5030676 30-AUG-2016	Registered	Professional Placement Resources, LLC
PPR RISK ADJUSTMENT STAFFING	USA	86558639 10-MAR-2015	4840607 27-OCT-2015	Registered	Professional Placement Resources, LLC
THIRTEENWEEKS.COM	USA	77158677 17-APR-2007	3523149 28-OCT-2008	Registered	Professional Placement Resources, LLC