

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686049

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Nurse Staffing, LLC		11/01/2021	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as administrative agent and collateral agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5034346	CRITICAL NURSE STAFFING, LLC	
Registration Number:	5034345	CNS CRITICAL NURSE STAFFING, LLC. CARING	
Registration Number:	5327419	BLACK LUNG CARE SPECIALISTS	
Registration Number:	5940397	AMERICAN VETERANS HOME CARE	
Registration Number:	5940396	COMPREHENSIVE NURSING SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	THREE BRYANT PARK		
Address Line 2:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	185806		
NAME OF SUBMITTER:	Thomas A. Rayski		

CH \$140.00 5034346

SIGNATURE:	/Thomas A. Rayski/
DATE SIGNED:	11/05/2021
Total Attachments: 6 source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page1.tif source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page2.tif source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page3.tif source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page4.tif source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page5.tif source=2021-11-05_CriticalNurseStaffing_185806_Trademark_Security_Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 1, 2021, by and among **CRITICAL NURSE STAFFING, LLC**, a Colorado limited liability company (the “**Grantor**”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (“**Wilmington**”), as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, the “**Agent**”) acting pursuant to this Agreement for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below). All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement or the Security Agreement, as applicable.

RECITALS

WHEREAS, the Grantor, **TIGER PEAK HEALTHCARE HOLDING II, LLC**, a Delaware limited liability company (“**Tiger Peak II**”), **RESTORE HOME HEALTH, LLC**, a Colorado limited liability company (“**RHH**”), **ARIZONA’S CHOICE HOME HEALTH AGENCY, LLC**, an Arizona limited liability company (“**ACHHA**”), **BETHELL HOSPICE, LLC**, an Arizona limited liability company (“**Bethell**”), and, upon consummation of the Closing Date Acquisition, **STAR RESIDENTIAL CARE, LLC**, a Texas limited liability company f/k/a Star Residential Care, Inc., a Texas corporation (“**Star Holdco**”), **STAR HOSPICE, LLC**, a Texas limited liability company f/k/a Star Hospice, Inc., a Texas corporation (“**Star Hospice**”), and **STAR CARE HOME HEALTH, LLC**, a Texas limited liability company f/k/a Star Care Home Health, Inc., a Texas corporation (“**Star Home Health**” and together with the Grantor, Tiger Peak II, RHH, ACHHA, Bethell, Star Holdco, Star Hospice, and each other entity that may become a borrower, each, a “**Borrower**”, and collectively, the “**Borrowers**”), **TIGER PEAK HEALTHCARE HOLDING, LLC**, a Delaware limited liability company (“**Holdings**”), the lenders from time to time party thereto (collectively, the “**Lenders**” and each a “**Lender**”) and the Agent have entered into a Credit Agreement, dated as of November 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, in connection with the Credit Agreement, the Loan Parties, including the Grantor, have entered into the Security Agreement, dated as of November 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to grant and perfect a security interest in all of its Trademarks and Trademark Licenses (collectively, the “**Owned IP**”) and to execute and deliver to the Agent, for the benefit of the Secured Parties, this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. GRANT OF SECURITY INTEREST IN IP COLLATERAL. The Grantor hereby pledges, collaterally assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following, whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in

the future may acquire any right, title or interest, wherever located (collectively, the “**IP Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

(a) all rights, priorities and privileges relating to the Owned IP, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Owned IP referred to on Schedule I, all goodwill associated therewith, and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom;

(b) all books, records, and information pertaining to the IP Collateral, and all rights of access to such books, records, and information; and

(c) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of, and all income, royalties and other payments now or hereafter due and payable with respect to, any and all of the foregoing and all collateral security, liens, guarantees, rights, remedies and privileges given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, “IP Collateral” shall not include the Excluded Collateral.

2. SECURITY FOR OBLIGATIONS. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. This Agreement and the security interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or any Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the Grantor.

3. SECURITY AGREEMENT. The security interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the IP 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. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Owned IP or become entitled to the benefit of any Owned IP, including any reissue, division or continuation of any Owned IP, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Agent with respect to any such new Owned IP or renewal or extension of any Owned IP registration or any such new Owned IP. Without limiting the Grantor’s obligations under this Section 4, the Grantor hereby authorizes the Agent at the direction of the Required Lenders unilaterally to modify this Agreement by amending Schedule I to include any such new Owned IP of the Grantor. Notwithstanding the foregoing, no

failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. **COUNTERPARTS**. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

6. **OTHER INTERPRETIVE PROVISIONS**. The provisions of Section 1.02, 1.05 and 1.08 of the Credit Agreement shall be incorporated by reference herein mutatis mutandis.

7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

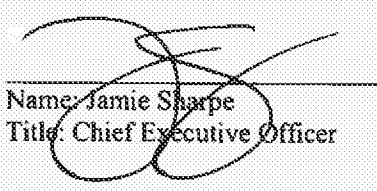
[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

CRITICAL NURSE STAFFING, LLC,
a Colorado limited liability company

By: _____


Name: Jamie Sharpe
Title: Chief Executive Officer

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

TRADEMARK
REEL: 007484 FRAME: 0945

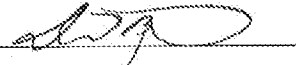
AGENT:

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Agent

By:

Name:

Title:



David Bergstrom
Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Serial No.</u>	<u>Registration No.</u>	<u>U.S. Federal Trademark</u>	<u>Last Listed Owner</u>
86654517	5034346	CRITICAL NURSE STAFFING, LLC	Critical Nurse Staffing, LLC
86654497	5034345	CNS CRITICAL NURSE STAFFING, LLC CARING FOR ENERGY WORKERS and Design 	Critical Nurse Staffing, LLC
87377726	5327419	BLACK LUNG CARE SPECIALISTS and Design 	Critical Nurse Staffing, LLC
88302237	5940397	AMERICAN VETERANS HOME CARE	Critical Nurse Staffing, LLC
88302206	5940396	COMPREHENSIVE NURSING SERVICES	Critical Nurse Staffing, LLC

Pending Trademark Applications

None.

Agreements

None.