

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMS Management & Consultants, Inc.		11/23/2021	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5867963	EMSMART	
Registration Number:	5890513	EMSIGHT	
Registration Number:	5896523	EMSCHOLAR	
Serial Number:	97051593	CREW ANALYSIS	
Serial Number:	97055389	EMSAAS	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	22283.084		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	11/23/2021		

CH \$140.00 5867963

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 23, 2021 (this “**Trademark Security Agreement**”), by EMS Management & Consultants, Inc., a North Carolina corporation (the “**Grantor**”), in favor of Crescent Agency Services LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Guarantee and Collateral Agreement, defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of November 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement in accordance with Section 8.17 thereof, the Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. 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.

SECTION 6. Governing Law. The terms of Sections 10.16, 10.17 and 10.18 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

[Signature pages follow]

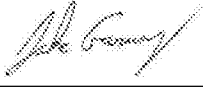
**EMS MANAGEMENT & CONSULTANTS,
INC., as Grantor**


By: 
Name: Greg Carnes
Title: Chief Executive Officer

{Signature Page to Trademark Security Agreement}

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing
Member

By: 
Name: Jake Garmey
Title: Managing Director

By: 
Name: Jay Livermore
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration Date	Registration No.
EMS Management & Consultants, Inc.	EMSmart	9/24/19	5,867,963
EMS Management & Consultants, Inc.	EMSight	10/22/19	5,890,513
EMS Management & Consultants, Inc.	EMScholar	10/29/19	5,896,523

Applications:

Owner	Mark/Name	Application Date	Serial No.
EMS Management & Consultants, Inc.	Crew Analysis	09/29/21	97051593
EMS Management & Consultants, Inc.	EmSaaS	09/30/21	97055389