

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GHR Healthcare, LLC		12/09/2021	Limited Liability Company: TEXAS
RecruitIQ Staffing, LLC		12/09/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Churchill Agency Services LLC, as Administrative Agent
Street Address:	c/o Churchill Asset Management LLC
Internal Address:	430 Park Avenue, 7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6081874	GHR REVCYCLE WORKFORCE
Registration Number:	5737454	GENERAL HEALTHCARE RESOURCES
Registration Number:	5776713	GHR HUMAN SERVICES
Registration Number:	5605262	GHR HEALTHCARE
Registration Number:	5605263	GHR TRAVEL NURSING
Registration Number:	5776716	GHR TECHNOLOGY
Registration Number:	5776714	GHR EDUCATION
Registration Number:	5776715	GHR SEARCH
Registration Number:	5148168	RECRUITIQ STAFFING
Registration Number:	5148169	RECRUITIQ

CORRESPONDENCE DATA

Fax Number: 8602402700

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: 8602402755

Email: derek.wayne@morganlewis.com

TRADEMARK

REEL: 007524 FRAME: 0830

900661647

OP \$265.00 6081874

Correspondent Name: Derek Wayne
Address Line 1: Morgan, Lewis & Bockius LLP
Address Line 2: One State Street
Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER: Derek Wayne

SIGNATURE: /s/ Derek Wayne

DATE SIGNED: 12/09/2021

Total Attachments: 6

source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page1.tif
source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page2.tif
source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page3.tif
source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page4.tif
source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page5.tif
source=EXECUTED Mayflower - Trademark Security Agreement (12-9-2021)_105047354_1#page6.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 9, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the entities identified as grantors on the signature pages hereto (individually, a “**Grantor**,” and, collectively, the “**Grantors**”) in favor of CHURCHILL AGENCY SERVICES LLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 9, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Administrative Agent pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this 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 Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

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

SECTION 2. GRANT OF SECURITY INTEREST

As security for the payment or performance in full of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 now owned or hereafter owned by such Grantor or in which such 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:

- (i) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names other source or business identifiers, all registrations thereof, and all registration applications filed in connection therewith, including registration applications filed in the United States Patent and Trademark Office (“**USPTO**”), including the registrations and registrations applications listed in Schedule A hereto, or any similar offices in any State of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor; and (b) all goodwill connected with the use thereof and symbolized thereby,

- (ii) all additions and improvements to the foregoing, renewals and extensions thereof, rights to sue or otherwise recover for infringements or other violations thereof,
- (iii) all rights corresponding to the foregoing throughout the world, and
- (iv) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing, in whatever form.

SECTION 2.1 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

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

SECTION 5. TERMINATION

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

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

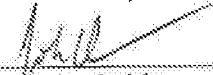
SECTION 7. COUNTERPARTS

This 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.

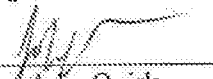
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GHR HEALTHCARE, LLC

By: 
Name: John Quirk
Title: President and Chief Executive Officer

RECRUITIQ STAFFING, LLC

By: 
Name: John Quirk
Title: President and Chief Executive Officer

CHURCHILL AGENCY SERVICES LLC,
as Administrative Agent

By: 

Name: Chris Cox

Title: Senior Managing Director

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 007524 FRAME: 0836

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Country	Trademark	Status	Class(es)	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner Name
United States	GHR REVCYCLE WORKFORCE	Registered	35	88579062	8/14/2019	6081874	6/16/2020	GHR Healthcare, LLC
United States	GENERAL HEALTHCARE RESOURCES	Registered	35	87804760	2/21/2018	5737454	4/30/2019	GHR Healthcare, LLC
United States	GHR HUMAN SERVICES	Registered	35	87804813	2/21/2018	5776713	6/11/2019	GHR Healthcare, LLC
United States	GHR HEALTHCARE	Registered	35	87804832	2/21/2018	5605262	11/13/2018	GHR Healthcare, LLC
United States	GHR TRAVEL NURSING	Registered	35	87804859	2/21/2018	5605263	11/13/2018	GHR Healthcare, LLC
United States	GHR TECHNOLOGY	Registered	35	87804862	2/21/2018	5776716	6/11/2019	GHR Healthcare, LLC
United States	GHR EDUCATION	Registered	35	87804849	2/21/2018	5776714	6/11/2019	GHR Healthcare, LLC
United States	GHR SEARCH	Registered	35	87804853	2/21/2018	5776715	6/11/2019	GHR Healthcare, LLC
United States	RECRUITIQ STAFFING	Registered	35	86964241	4/5/2016	5148168	2/21/2017	RecruitIQ Staffing, LLC
United States	RECRUITIQ	Registered	35	86964248	4/5/2016	5148169	2/21/2017	RecruitIQ Staffing, LLC