

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travel Nurse Across America, LLC		12/16/2021	Limited Liability Company: ARKANSAS
TGN Community, LLC		12/16/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cerberus Business Finance Agency, LLC
<b>Street Address:</b>	875 Third Avenue
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3872518	TRAVEL NURSE ACROSS AMERICA
Registration Number:	3182693	TRAVEL NURSE ACROSS AMERICA
Registration Number:	5843653	S SIMPLI·FI
Registration Number:	5834336	SIMPLIFI
Registration Number:	5572386	LOW CENSUS PROTECTION
Registration Number:	4623827	THE GYPSY NURSE
Registration Number:	5093077	RN TRAVEL CLUB
Registration Number:	6240991	CF
Registration Number:	6058394	BUILD YOUR CORE MANAGE YOUR FLEX
Registration Number:	6058410	CA
Registration Number:	4177318	SIMPLI FI
Registration Number:	6367989	SIMPLI FI

## CORRESPONDENCE DATA

Fax Number: 2125935955

*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: 2127562132

TRADEMARK

**Email:** scott.kareff@srz.com  
**Correspondent Name:** S. KAREFF C/O SCHULTE ROTH & ZABEL LLP  
**Address Line 1:** 919 THIRD AVENUE  
**Address Line 2:** 25TH FLOOR  
**Address Line 4:** NEW YORK, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 014951.2086

**NAME OF SUBMITTER:** Scott Kareff (014951.2086)

**SIGNATURE:** /rr for sk/

**DATE SIGNED:** 12/16/2021

**Total Attachments: 3**

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ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

December 16, 2021

WHEREAS, Travel Nurse Across America, LLC, an Arkansas limited liability company and TGN Community, LLC, a Delaware limited liability company (each an "Assignor" and collectively, the "Assignors") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Assignor has entered into a Pledge and Security Agreement, dated December 16, 2021 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance Agency, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, each Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of each Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"; provided that the Collateral shall not include any Excluded Property), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

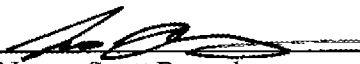
Each Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first written above.

**TRAVEL NURSE ACROSS AMERICA, LLC,**  
an Arkansas limited liability company, as Assignor

By:   
Name: Scott Rosenberg  
Title: Chief Financial Officer

**TGN COMMUNITY, LLC,** a Delaware limited  
liability company, as Assignor

By:   
Name: Scott Rosenberg  
Title: Chief Financial Officer

[Signature Page to Assignment of Security Interest -- Trademarks]