

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDHQ HOLDCO, LLC		12/29/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Eagle Fund V, LP		
Street Address:	c/o Eagle Private Capital, 1 N. Brentwood Blvd., Ste. 1550		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63105		
Entity Type:	Limited Partnership: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3510910	MEDHQ	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	3144447600		
Email:	IPDEPT@lewisrice.com		
Correspondent Name:	Mark C. Winings		
Address Line 1:	600 Washington Avenue, Suite 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Aleen Mitchell		
SIGNATURE:	/Aleen Mitchell/		
DATE SIGNED:	12/30/2021		
Total Attachments: 7			
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source=eagle MedHQ, trademark security agreement.1#page2.tif			
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OP \$40.00 3510910

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 29, 2021 (this “Trademark Security Agreement”), is recorded with the United States Patent and Trademark Office (the “PTO”) to provide notice of the security interests granted in that certain Assignment and Security Agreement (the “Primary Security Agreement”), dated as of even date herewith, among MEDHQ HOLDCO, LLC, a Delaware limited liability company (“Holdings”), MEDHQ, LLC, an Illinois limited liability company (“MHQ”), MEDHQ PEO SERVICES, LLC, an Illinois limited liability company (“MHQ PEO”), MEDHQ PAYROLL SOLUTIONS, LLC, an Illinois limited liability company (“MHQ Payroll”), SOLUTIONS HQ, LLC, an Illinois limited liability company (“Solutions HQ”), MEDHQ OR CARE, LLC, an Oregon limited liability company (“MHQ OR”), MEDHQ OHIO CARE, LLC, an Ohio limited liability company (“MHQ Ohio”), MEDHQ SERVICES, LLC, an Illinois limited liability company (“MHQ Services”), MEDHQ FLORIDA, LLC, a Florida limited liability company (“MHQ Florida”), MEDHQ NEW JERSEY LLC, a New Jersey limited liability company (“MHQ New Jersey”), and MEDHQ CALIFORNIA LLC, a California limited liability company (“MHQ California”) (Holdings, MHQ, MHQ PEO, MHQ Payroll, Solutions HQ, MHQ OR, MHQ Ohio, MHQ Services, MHQ Florida, MHQ New Jersey, and MHQ California are referred to herein individually and collectively as the “Debtor”) and EAGLE FUND V, LP, a Missouri limited partnership, as collateral agent for the benefit of itself and the other Credit Parties (in such capacity, and including its successors and assigns, “Secured Party”).

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretations.

- (a) Definitions in Primary Security Agreement. Except as set forth in the introductory paragraph and below, all capitalized terms used in this Trademark Security Agreement and not defined in this Trademark Security Agreement shall have the meanings ascribed to them in the Primary Security Agreement.
- (b) Certain Defined Terms. As used in this Trademark Security Agreement, the following terms shall have the following meanings:
 - (i) “Collateral” has the meaning set forth in Section 2(a).
 - (ii) “Commercial Tort Claims” has the meaning set forth in the UCC.
 - (iii) “UCC” means the Uniform Commercial Code as adopted and in effect in the State of Missouri.
- (c) UCC Defined Terms. Except as otherwise defined in this Trademark Security Agreement or in the Primary Security Agreement, terms used in this Trademark Security Agreement shall have the meanings ascribed to them in the UCC.
- (d) Construction. In this Trademark Security Agreement, the following rules of construction and interpretation apply as well as any rules of construction and interpretation applicable to the Primary Security Agreement consistent with the following (which are hereby incorporated into this Trademark Security Agreement by reference): (i) no reference to “proceeds” in this Trademark Security Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; (iv) “all” includes “any” and “any” includes “all.”

2. Security Interest.

- (a) Grant. As security for the payment of the Indebtedness, Debtor hereby grants to Secured Party for the benefit of the Credit Parties a valid and perfected security interest in all of Debtor's right, title, and interest in, to, and under the following property (in each case whether now or hereafter existing or arising, or in which Debtor now has or hereafter owns, acquires, or develops an interest, and wherever located, collectively, the "Collateral"), junior in priority only to the security interest in favor of Senior Lender that secures the Senior Debt, if any:
- (i) All trademarks, service marks, trademark or service mark registrations, trademark or service mark applications, trade names, domestic or foreign (including those identified on **Exhibit A**, attached to and made a part of this Trademark Security Agreement), all renewals thereof (collectively, "Trademarks"), all licenses related to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present, or future infringement of the foregoing, and all rights arising therefrom and pertaining thereto, together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing;
 - (ii) All general intangibles and all intellectual or other intangible property of Debtor of any kind or nature associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
 - (iii) All proceeds of any and all of the foregoing Collateral (including rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Supplement. The parties have entered into this Trademark Security Agreement in conjunction with the Primary Security Agreement. Secured Party's rights and remedies with respect to the security interests granted in this Trademark Security Agreement are without prejudice to, and are in addition to those set forth in the Primary Security Agreement or any other security documents referenced in the Primary Security Agreement, all terms and provisions of which are incorporated into this Trademark Security Agreement by this reference. All covenants, terms, and provisions of this Trademark Security Agreement and the Primary Security Agreement are cumulative, and shall be performed and satisfied in accordance with their respective terms.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Trademarks registered or applied for before a governmental authority is set forth in **Exhibit A**.

5. Further Acts. On a continuing basis, and at Debtor's expense, Debtor shall make, execute, acknowledge, and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or may be reasonably requested by Secured Party to carry out the intent and purpose of this Trademark Security Agreement, for assuring, confirming, or protecting the grant or perfection of the security interest granted or purported to be granted in this Trademark Security Agreement, to ensure Debtor's compliance with this Trademark Security Agreement and to enable Secured Party to exercise and enforce its rights and remedies under this Trademark Security Agreement with respect

to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Trademark Security Agreement, an abstract of it, or any other document that describes Secured Party's interest in the Collateral with the PTO, at Debtor's expense. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office Secured Party deems appropriate. If Debtor holds or acquires a Commercial Tort Claim related to the Collateral at any time, the Debtor shall immediately notify the Credit Parties in a writing signed by Debtor of the details related to it and grant Secured Party in such writing a security interest in such Commercial Tort Claim and in the proceeds of it, all upon the terms of this Trademark Security Agreement.

6. Authorization to Supplement. If Debtor obtains any ownership interest in any new Trademark, license related to any Trademark, right to sue for past, present or future infringement of any Trademark, or other right arising therefrom, or any goodwill associated with any Trademark, or any general intangible or other property associated with any Trademark (collectively, "New Trademarks"), the provisions of this Trademark Security Agreement shall automatically apply to them. Debtor shall give prompt written notice to the Credit Parties regarding any such New Trademark rights. Upon written notice of any New Trademark right by Debtor to the Credit Parties, the parties shall mutually agree to modify this Trademark Security Agreement by amending **Exhibit A** to include any such New Trademark rights. Notwithstanding the foregoing, no failure to so modify **Exhibit A** or this Trademark Security Agreement shall in any way affect, invalidate, or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on **Exhibit A**.
7. Binding. This Trademark Security Agreement shall be binding upon, inure to the benefit of, and be enforceable by Debtor, Secured Party, and their respective successors and assigns. Debtor may not assign, transfer, hypothecate, or otherwise convey its rights, benefits, obligations, or duties under this Trademark Security Agreement except as specifically permitted by the Primary Security Agreement.
8. Governing Law. This Trademark Security Agreement is being delivered and is intended to be performed in the State of Missouri and shall be construed and enforced in accordance with and governed by the substantive internal law of such State, except that the law that governs the perfection, effect of perfection or non-perfection, and enforcement of liens and security interests subject to the UCC shall be the law determined to be applicable under the provisions of the UCC as adopted and in effect in the State of Missouri; provided that Secured Party shall retain all rights under federal law.
9. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (by facsimile or otherwise), each of which shall be deemed to be an original, and all of which taken together shall constitute a single agreement.
10. Severability. If one or more provisions contained in this Trademark Security Agreement are declared invalid, illegal, or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality, or unenforceability in such jurisdictions or with respect to such parties shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any or any other provisions of this Trademark Security Agreement.
11. Notices. All notices and other communications required under this Trademark Security Agreement shall be in writing and shall be given in accordance with the terms of the Primary Security Agreement.

12. Entire Agreement. This Trademark Security Agreement (including **Exhibit A**) and the Primary Security Agreement, together with any and all exhibits and schedules attached to the foregoing, contain the entire agreement of the parties with respect to the subject matter of them, and supersede all prior drafts and communications related to the same subject matter. To the extent there is any direct conflict between this Trademark Security Agreement and the Primary Security Agreement, the terms and conditions in the Primary Security Agreement shall govern. Neither this Trademark Security Agreement nor any provision of it may be modified, amended, or waived except by the written agreement of the parties, as set forth in the Primary Security Agreement.

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IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first above written.

Debtor:

MEDHQ HOLDCO, LLC, a Delaware limited liability company

MEDHQ, LLC, an Illinois limited liability company

MEDHQ PEO SERVICES, LLC, an Illinois limited liability company

MEDHQ PAYROLL SOLUTIONS, LLC, an Illinois limited liability company

SOLUTIONS HQ, LLC, an Illinois limited liability company

MEDHQ OR CARE, LLC, an Oregon limited liability company


MEDHQ OHIO CARE, LLC, an Ohio limited liability company

MEDHQ SERVICES, LLC, an Illinois limited liability company

MEDHQ FLORIDA, LLC, a Florida limited liability company

MEDHQ NEW JERSEY LLC, a New Jersey limited liability company

MEDHQ CALIFORNIA LLC, a California limited liability company

By: 
Name: Kyle Stanbro
Title: Authorized Representative

Secured Party:

EAGLE FUND V, LP, a Missouri limited partnership,
as collateral agent for the Credit Parties

By: Eagle Fund V Partners, LLC,
its general partner

By: 

Name: Benjamin M. Geis

Title: Managing Director

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

[MEDHQ HOLDCO, LLC, MEDHQ, LLC, MEDHQ PEO SERVICES, LLC, MEDHQ PAYROLL SOLUTIONS,
LLC, SOLUTIONS HQ, LLC, MEDHQ OR CARE, LLC, MEDHQ OHIO CARE, LLC, MEDHQ SERVICES,
LLC, MEDHQ FLORIDA, LLC, MEDHQ NEW JERSEY LLC, AND MEDHQ CALIFORNIA LLC]

4889-5289-3703.

TRADEMARK
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EXHIBIT A

TRADEMARK RELATED COLLATERAL

	Debtor	IP Right	Description	Applicant	Jurisdiction of Issuance, registration or filing	Application, Registration, or Issuance Number	Filing Date	Issuance or Registration Date
1.	MedHQ, LLC	Trademark	MEDHQ	MedHQ, LLC	USPTO	Registration No. 3,510,910	08/31/2007	10/07/2008

TRADEMARK

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