

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM737603

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
3Chords, Inc.		06/28/2022	Corporation: CALIFORNIA
Cirrus Medical Staffing, Inc.		06/28/2022	Corporation: DELAWARE
Perfusion.com, Inc.		06/28/2022	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Truist Bank		
<b>Street Address:</b>	303 Peachtree Street, N.E. 25th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Banking Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6066788	WORK HARD BE KIND	
<b>Registration Number:</b>	4233132	QUALITY CARE... BECAUSE IT MATTERS	
<b>Registration Number:</b>	3679635	CIRRUS MEDICAL STAFFING	
<b>Registration Number:</b>	4808725	ONCLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128192511		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Kate Andes/ White & Case LLP		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1135397-0152-CM65		
<b>NAME OF SUBMITTER:</b>	Kate Andes		
<b>SIGNATURE:</b>	/Kate Andes/		
<b>DATE SIGNED:</b>	06/28/2022		

CH \$115.00 6066788

**Total Attachments: 5**

source=Project Explorer - IP Security Agreement (Executed)#page1.tif

source=Project Explorer - IP Security Agreement (Executed)#page2.tif

source=Project Explorer - IP Security Agreement (Executed)#page3.tif

source=Project Explorer - IP Security Agreement (Executed)#page4.tif

source=Project Explorer - IP Security Agreement (Executed)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 28, 2022, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of TRUIST BANK, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, EXPLORER GUARANTOR, INC. (“**Holdings**”), a Delaware corporation, EXPLORER INVESTOR, INC., a Delaware corporation (the “**Borrower**”), and the Guarantors identified therein and from time to time party thereto have entered into a Credit Agreement dated as of June 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with TRUIST BANK, as Administrative Agent, Collateral Agent, Swing Line Lender and an L/C Issuer, and each lender from time to time party thereto. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lenders and L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of June 28, 2022 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the USPTO or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (collectively, the “**Collateral**”):

- (i) [RESERVED];
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B, together with the goodwill symbolized thereby;
- (iii) [RESERVED];
- (iv) all registrations and applications for registration for any of the foregoing, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the

foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. *Security for Obligations.* The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

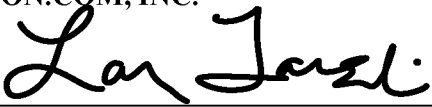
SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page of this IP Security Agreement by facsimile or other electronic transmission (including “.pdf”, “.tif” or similar format) shall be effective as delivery of a manually executed counterpart hereof. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this IP Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This IP Security Agreement is the only agreement that has been entered into among us and you with respect to the subject matter hereof and set forth the entire understanding of the parties with respect thereto, and supersede all prior agreements and understandings related to the subject matter hereof.

SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are subject to, and more fully set forth in the terms and conditions of the Security Agreement.

SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

3CHORDS, INC.  
CIRRUS MEDICAL STAFFING, INC.  
PERFUSION.COM, INC.

By:   
Name: Larry Tarschis  
Title: Vice President

ACKNOWLEDGED BY:

TRUIST BANK, as Collateral Agent

By:



Name: Jared Cohen  
Title: Director

**SCHEDULE B  
TRADEMARKS**

Trademark	Image	App. No.	Reg. No.	App. Date	Reg. Date	Owner Name
WORK HARD BE KIND		88362745	6066788	29-MAR-2019	02-JUN-2020	3CHORDS, INC.
QUALITY CARE... BECAUSE IT MATTERS		85553793	4233132	27-FEB-2012	30-OCT-2012	CIRRUS MEDICAL STAFFING, INC.
CIRRUS MEDICAL STAFFING		77679325	3679635	26-FEB-2009	08-SEP-2009	CIRRUS MEDICAL STAFFING, INC.
ONCLOUD		85473953	4808725	16-NOV-11	8-SEP-15	PERFUSION.COM, INC.