

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM764590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FLEETNURSE INC.		10/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GEMINO HEALTHCARE FINANCE, LLC		
Doing Business As:	SLR HEALTHCARE ABL		
Street Address:	One International Plaza, Suite 220		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19113		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90381084	FLEETNURSE	
Serial Number:	90381093	ANYTIME. ANYPLACE.	
Serial Number:	90381089		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	068537-739218		
NAME OF SUBMITTER:	Joy Willard, Paralegal		
SIGNATURE:	/Joy Willard/		
DATE SIGNED:	10/31/2022		
Total Attachments: 5			
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TRADEMARK

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), dated as of October 21, 2022, is made by FLEETNURSE INC., a Delaware corporation (the “*Grantor*”), in favor GEMINO HEALTHCARE FINANCE, LLC d/b/a SLR HEALTHCARE ABL, a Delaware limited liability company (“*Lender*”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and between the Grantor, as borrower, and the Lender, the Lender has agreed to extend certain financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, Grantor has pledged and granted to the Lender a continuing security interest in all of its Trademarks constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Credit Agreement and in furtherance thereof, Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to extend certain financial accommodations to the Grantor pursuant to the Credit Agreement, Grantor agrees with the Lender as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, Grantor’s right, title and interest in, to and under all of the Trademarks owned by Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the “*Trademark Collateral*”), to the Lender to secure payment, performance and observance of its obligations under the Credit Agreement, the Notes and each other Loan Document. For the avoidance of doubt, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Credit Agreement and each other Loan Document and is expressly subject to the terms and conditions thereof. The Credit Agreement and each other Loan Document (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the other Loan Documents, the terms

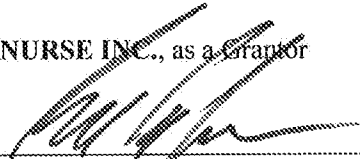
and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

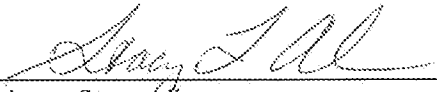
FLEETNURSE INC., as a Grantor

By: 
Name: Israel Angeles
Title: Chief Executive Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
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GEMINO HEALTHCARE FINANCE, LLC d/b/a
SLR HEALTHCARE ABL, a Delaware limited
liability company,
as Lender

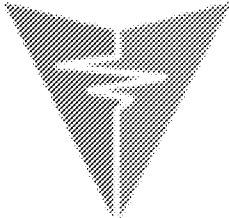
By: 
Name: Stacy Allen
Title: Executive Vice President

[Signature Page to Grant of Security Interest in Trademark Rights]

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark Applications			
Country	Mark	Serial No.	Application Filing Date
U.S.A.	FLEETNURSE	90381084	December 14, 2020
U.S.A.	ANYTIME. ANYPLACE	90381093	December 14, 2020
U.S.A.		90381089	December 14, 2020