

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775665

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medix Staffing Solutions, LLC		09/16/2022	Limited Liability Company: DELAWARE
Talentoday Solutions, LLC		09/16/2022	Limited Liability Company: ILLINOIS

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association
<b>Street Address:</b>	500 First Avenue
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>Entity Type:</b>	National Banking Association: PENNSYLVANIA

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4497358	MEDIXDIRECT
Registration Number:	4485287	POSITIVELY IMPACTING LIVES
Registration Number:	4583337	MEDIX
Registration Number:	4572414	MEDIX
Registration Number:	4687409	MEDIX MATCH
Registration Number:	5160792	MEDIX INTELLIGENCE
Registration Number:	5235961	PHARM TECH DIRECT
Registration Number:	5318785	AHA!
Registration Number:	5318786	AHA!
Registration Number:	5318798	AHA!
Registration Number:	5719520	IN-SIGHT
Registration Number:	5778759	AHA!
Registration Number:	5784804	20,000 KIDS
Serial Number:	88821351	TISORA GROUP
Registration Number:	6487411	MEDIX TECHNOLOGY
Registration Number:	6412768	TISORA GROUP
Registration Number:	6695383	TALENTOMORROW

CH \$465.00 4497358

Property Type	Number	Word Mark
Registration Number:	5838262	MYPRINT

**CORRESPONDENCE DATA**

**Fax Number:** 2127557306  
**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:** 212-326-3939  
**Email:** edolgos@jonesday.com, mmisitigh@jonesday.com  
**Correspondent Name:** Emma M. Dolgos  
**Address Line 1:** 250 Vesey Street  
**Address Line 4:** New York, NEW YORK 10281

<b>NAME OF SUBMITTER:</b>	Melanie H. Misitigh
<b>SIGNATURE:</b>	/Melanie H. Misitigh/
<b>DATE SIGNED:</b>	12/21/2022

**Total Attachments: 7**

source=FILE 11. PNC-Medix - Trademark Security Agreement [Executed](1533382756.1)#page1.tif  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 16, 2022, is made between MEDIX STAFFING SOLUTIONS, LLC, a Delaware limited liability company (f/k/a Medix Staffing Solutions, Inc., an Illinois corporation) (“Medix”), TALENTODAY SOLUTIONS, LLC, an Illinois limited liability company (“Talentoday” and, together with Medix, collectively, the “Grantors” and each individually, a “Grantor”), and PNC BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 16, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), among MSS Purchaser, LLC, a Delaware limited liability company (“MSS Purchaser”), and Medix (Medix, immediately following the consummation of the Closing Date Acquisition, together with MSS Purchaser, the “Borrowers”), the various Guarantors as are or may become parties thereto, the various financial institutions as are or may become parties thereto (collectively, the “Lenders”) and the Administrative Agent, the Lenders have extended Commitments to make financial accommodations to the Borrowers;

WHEREAS, each Grantor is a party to that certain Security Agreement, dated as of September 16, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent for the Secured Parties;

WHEREAS, as a condition precedent to the making of the Loans and the issuance of any Letters of Credit under the Credit Agreement, each Grantor is required to execute and deliver this Agreement;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of each Grantor to execute this Agreement inasmuch as such Grantor will derive substantial direct and indirect benefits from the Loans made and Letters of Credit (including the initial borrowing) issued from time to time to the Borrowers by the Lenders and the Issuing Lenders pursuant to the Credit Agreement.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Issuing Lenders to make Loans and issue Letters of Credit (including the initial borrowing) to the Borrowers pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Interest Rate Hedges, each Grantor jointly and severally agrees, for the benefit of each Secured Party, as follows.

*Section 1 Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

*Section .2 Grant of Security Interest.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

*Section .3 Security Agreement.* This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

*Section .4 Release of Security Interest.* Upon payment in full of all Obligations, the security interest in the Trademark Collateral shall automatically terminate and the Administrative Agent shall, at the Grantors' expense, execute and deliver to the applicable Grantor all instruments

and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

*Section .5 Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

*Section .6 Loan Document, Etc.* This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

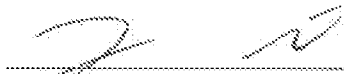
*Section .7 Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures 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 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. The parties hereto consent to the use of electronic signatures and records with respect to this Agreement.

*Section .8 Governing Law.* This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the Laws of the State of New York.

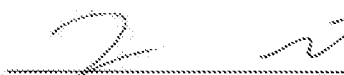
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[SIGNATURE PAGES FOLLOW]

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.

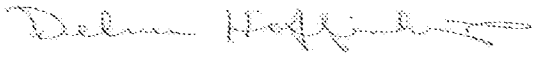
**MEDIX STAFFING SOLUTIONS, LLC**

By:   
Name: Jerry Nowlin  
Title: Authorized Person

**TALENTODAY SOLUTIONS, LLC**

By:   
Name: Jerry Nowlin  
Title: Authorized Person

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Debra Hoffenkamp  
Title: Assistant Vice President

**ATTACHMENT 1  
TO TRADEMARK SECURITY AGREEMENT**

**ITEM A. TRADEMARKS**

<b>Mark</b>	<b>Application Serial No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Grantor</b>
Medix Direct (words)	86010065	7/15/2013	4497358	3/18/2014	US	Medix Staffing Solutions, LLC
positively impacting lives (words)	86026560	8/1/2013	4485287	2/18/2014	US	Medix Staffing Solutions, LLC
Medix (word)	86118655	11/14/2013	4583337	8/12/2014	US	Medix Staffing Solutions, LLC
Medix (logo)	86162351	1/10/2014	4572414	7/22/2014	US	Medix Staffing Solutions, LLC
Medix Match (words)	86256089	4/18/2014	4687409	2/17/2015	US	Medix Staffing Solutions, LLC
Medix Intelligence (words)	87129221	8/5/2016	5160792	3/14/2017	US	Medix Staffing Solutions, LLC
Pharm Tech Direct (words)	87240065	11/17/2016	5235961	7/4/2017	US	Medix Staffing Solutions, LLC
AHA! (word) - Class 035	87329735	2/9/2017	5318785	10/24/2017	US	Medix Staffing Solutions, LLC
AHA! (word) - Class 042	87329779	2/9/2017	5318786	10/24/2017	US	Medix Staffing Solutions, LLC
AHA! (word) - Class 009	87334701	2/14/2017	5318798	10/24/2017	US	Medix Staffing Solutions, LLC
In-Sight (word)	87822326	3/6/2018	5719520	4/9/2019	US	Medix Staffing Solutions, LLC
AHA! (logo) - Class 009	87843938	3/21/2018	5778759	6/18/2019	US	Medix Staffing Solutions, LLC



Mark	Application Serial No.	Application Date	Registration No.	Registration Date	Country	Grantor
20,000 Kids (words)	87843993	3/21/2018	5784804	6/25/2019	US	Medix Staffing Solutions, LLC
Tisora Group (words) - Class 035 (consulting)	88821351	3/4/2020	N/A (pending)	N/A (pending)	US	Medix Staffing Solutions, LLC
Medix Technology (words)	88929644	5/22/2020	6487411	9/14/2021	US	Medix Staffing Solutions, LLC
Tisora Group (words) - Class 035 (staffing)	88981801	3/4/2020	6412768	7/6/2021	US	Medix Staffing Solutions, LLC
Talentomorrow (word)	90318550	11/13/2020	6695383	4/5/2022	US	Medix Staffing Solutions, LLC
MEDIX TECHNOLOGY	2064383	11/17/2020	n/a	n/a (pending)	US	Medix Staffing Solutions, LLC
MyPrint (word) - Class 042	88212723	11/30/2018	5838262	8/20/2019	US	Talentoday Solutions, LLC

**ITEM B TRADEMARK LICENSES**

None.