

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Nursing Corporation		12/21/2022	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	525 William Penn Place, Mailstop PW-2440		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90402605	US NURSING	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057367-0027		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/21/2022		
Total Attachments: 5			
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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT is entered into as of December 21, 2022, (this “**Agreement**”), among U.S. Nursing Corporation, a Colorado corporation, Ingenovis Health, Inc., a Delaware corporation (each a “**Grantor**”) and Citizens Bank, N.A. (“**Citizens**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Security Agreement**”), among the Loan Parties party thereto and the Collateral Agent. The First Lien Lenders (as defined below) have extended credit to the Borrowers (as defined in the First Lien Credit Agreement) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of March 5, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**First Lien Credit Agreement**”), by and among Ingenovis Health, Inc. (formerly known as CCRR Parent, Inc.), a Delaware corporation, the other Borrowers, Ingenovis Health Intermediate, LLC (formerly known as CCT Intermediate, LLC), a Delaware limited liability company, the lenders from time to time party thereto and Citizens, in its capacities as an issuing bank, the swingline lender and as administrative agent and collateral agent for the lenders. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “**Trademark Collateral**”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all goodwill associated with or symbolized by the foregoing;
- C. the right to sue third parties for past, present and future infringements of the foregoing; and
- D. all proceeds of and any right associated with the foregoing;

in each case to the extent the foregoing items constitute Collateral.

Notwithstanding anything to the contrary in (A) through (D) above, this Agreement shall not constitute a grant of a security interest in any Excluded Assets, including any “intent-to-use” (or similar) Trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act, an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or similar filing with respect thereto.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts; Electronic Execution.* Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Agreement or any other document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral 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, physical delivery thereof 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.

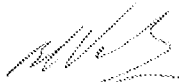
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

U.S. NURSING CORPORATION

By: 
Name: Bart Valdez
Title: Chief Executive Officer

INGENOVIS HEALTH, INC.

By: 
Name: Bart Valdez
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007926 FRAME: 0821

CITIZENS BANK, N.A.,
as Collateral Agent

By: Aman Patel
Name: Aman Patel
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007926 FRAME: 0822

SCHEDULE I

UNITED STATES TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	APPLICATION NUMBER	TRADEMARK
Ingenovis Health, Inc.	6889249	97065404	INGENOVIS
Ingenovis Health, Inc.	N/A	97219832	INGENOVIS HEALTH 
Ingenovis Health, Inc.	N/A	97658173	T. 
Ingenovis Health, Inc.	N/A	97658176	TRUSTAFF. Trustaff.
U.S. Nursing Corporation	6822058	90402605	USNURSING USNURSING