# OP \$65.00 5987968

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM787483

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
ONE EQ, LLC		02/03/2023	Limited Liability Company: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	SUNFLOWER BANK, N.A.	
Street Address:	2701 N. Dallas Parkway	
Internal Address:	Suite 200	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75093	
Entity Type:	National Banking Association: UNITED STATES	

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	5987968	ONEEQ	
Registration Number:	6028719	HIGH TECH. HUMAN.	

### **CORRESPONDENCE DATA**

Fax Number:

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:** 5026810342

Email: nstewart@stites.com
Correspondent Name: Gary N. Stewart
Address Line 1: 400 W. Market Street

Address Line 2: Suite 1800

Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Gary N. Stewart
SIGNATURE:	/Gary N. Stewart/
DATE SIGNED:	02/16/2023

**Total Attachments: 4** 

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## SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of February 3, 2023, by and from ONE EQ LLC, a Delaware limited liability company (the "Grantor"), to and in favor of SUNFLOWER BANK, N.A., a national banking association (the "Grantee").

WHEREAS, Grantor, HEALTHCARE BUILDING SOLUTIONS HOLDINGS, LLC, a Delaware limited liability company ("Parent"), HEALTHCARE BUILDING SOLUTIONS, LLC, a Delaware limited liability company ("Opco"), PATTON HEALTHCARE CONSULTING, LLC a Delaware limited liability company, and successor by name change to Patton Acquisition Company, LLC ("Patton"), HEALTHCARE TRANSITION PLANNING SERVICES, LLC, a Delaware limited liability company ("HTPS"), HBS-BARRINS ACQUISITION, LLC, a Delaware limited liability company ("Barrins"), ONEEQ ACQUISITION LLC, a Delaware limited liability company ("OneEq Purchaser"), and ONEEQ HOLDING COMPANY INC., a Delaware corporation ("OneEq Holdco", and with the foregoing parties, collectively the "Borrowers"), and Grantee have entered into a Fourth Amendment and Joinder to Loan Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, the Grantor owns or shortly will own following the Fourth Amendment Effective Date the Trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant has been granted in conjunction with the Loan Agreement, Security Agreement, and other Loan Documents provided to the Grantee. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Loan Agreement.

# 2. The Security Interest.

- (a) This Supplemental Grant is made to secure the satisfactory performance and payment of all the Obligations. Upon the Payment in Full of all Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Supplemental Grant.
- (b) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds of the Trademarks, (iii) the goodwill

associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

- 3. <u>Counterparts</u>. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4. <u>Governing Law.</u> This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.
- 5. <u>ENTIRE AGREEMENT</u>. <u>THIS WRITTEN SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.</u>

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IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

"Grantor"

HEALTHCARE BUILDING SOLUTIONS HOLDINGS, LLC

HEALTHCARE BUILDING SOLUTIONS, LLC
PATTON HEALTHCARE CONSULTING, LLC
HEALTHCARE TRANSITION PLANNING

SERVICES, LLC

HBS-BARRINS ACQUISITION, LLC ONEEQ HOLDING COMPANY INC.

ONEEQ ACQUISITION LLC

ONE EQ LLC

Title: President

# **EXHIBIT A**

Grantor	Mark	Registration Number	Filing Date	Registration Date
One EQ LLC <sup>1</sup>	OneEQ	5987968	2/19/2019	2/18/2020
One EQ LLC <sup>2</sup>	high tech, human.	6028719	10/13/2019	4/7/2020

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**RECORDED: 02/16/2023** 

<sup>&</sup>lt;sup>1</sup> Trademark to be assigned from CallisonRTKL Inc. to One EQ LLC on or after the Fourth Amendment Effective Date

 $<sup>^2</sup>$  Trademark to be assigned from CallisonRTKL Inc. to One EQ LLC on or after the Fourth Amendment Effective Date.