

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828249

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900786202

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEDHQ HOLDCO, LLC		06/30/2023	Limited Liability Company: DELAWARE
MEDHQ, LLC		06/30/2023	Limited Liability Company: ILLINOIS
MEDHQ PEO SERVICES, LLC		06/30/2023	Limited Liability Company: ILLINOIS
MEDHQ PAYROLL SOLUTIONS, LLC		06/30/2023	Limited Liability Company: ILLINOIS
SOLUTIONS HQ, LLC		06/30/2023	Limited Liability Company: ILLINOIS
MEDHQ OR CARE, LLC		06/30/2023	Limited Liability Company: OREGON
MEDHQ OHIO CARE, LLC		06/30/2023	Limited Liability Company: OHIO
MEDHQ SERVICES, LLC		06/30/2023	Limited Liability Company: ILLINOIS
MEDHQ FLORIDA, LLC		06/30/2023	Limited Liability Company: FLORIDA
MEDHQ NEW JERSEY LLC		06/30/2023	Limited Liability Company: NEW JERSEY
MEDHQ CALIFORNIA LLC		06/30/2023	Limited Liability Company: CALIFORNIA
BECKER TECHNICAL STAFFING, INC.		06/30/2023	Corporation: PENNSYLVANIA
AVANZA STRATEGIES, LLC		06/30/2023	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BARRINGTON BANK AND TRUST COMPANY, N.A.
<b>Street Address:</b>	201 South Hough Street
<b>City:</b>	Barrington
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60010
<b>Entity Type:</b>	National Banking Association: ILLINOIS

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3510910	MEDHQ

**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.*

**Email:** lindsey.corbin@icemiller.com**Correspondent Name:** Brian Coughlin**Address Line 1:** 200 W. Madison Street**Address Line 4:** Chicago, ILLINOIS 60606**NAME OF SUBMITTER:** Lindsey Corbin**SIGNATURE:** /Lindsey Corbin/**DATE SIGNED:** 07/31/2023**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated effective as of June 30, 2023, by among MEDHQ HOLDCO, LLC, a Delaware limited liability company ("Holdings"), MEDHQ, LLC, an Illinois limited liability company ("MHQ"), MEDHQ PEO SERVICES, LLC, an Illinois limited liability company ("MHQ PEO"), MEDHQ PAYROLL SOLUTIONS, LLC, an Illinois limited liability company ("MHQ Payroll"), SOLUTIONS HQ, LLC, an Illinois limited liability company ("Solutions HQ"), MEDHQ OR CARE, LLC, an Oregon limited liability company ("MHQ OR"), MEDHQ OHIO CARE, LLC, an Ohio limited liability company ("MHQ Ohio"), MEDHQ SERVICES, LLC, an Illinois limited liability company ("MHQ Services"), MEDHQ FLORIDA, LLC, a Florida limited liability company ("MHQ Florida"), MEDHQ NEW JERSEY LLC, a New Jersey limited liability company ("MHQ New Jersey"), MEDHQ CALIFORNIA LLC, a California limited liability company ("MHQ California"), BECKER TECHNICAL STAFFING, INC., a Pennsylvania corporation ("Becker"), and AVANZA STRATEGIES, LLC, a Delaware limited liability company ("Avanza") (Holdings, MHQ, MHQ PEO, MHQ Payroll, Solutions HQ, MHQ OR, MHQ Ohio, MHQ Services, MHQ Florida, MHQ New Jersey, MHQ California, Becker and Avanza are referred to individually and collectively herein as the "Grantor" and are sometimes collectively referred to as the "Grantors"), in favor of BARRINGTON BANK AND TRUST COMPANY, N.A., a national banking association (together with all of its Affiliates, the "Lender").

### RECITALS

A. This Agreement made in connection with certain loans made by Lender to Grantors pursuant to that certain Loan Agreement dated as of even date herewith by and among Grantors and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. Grantors have entered into a Security Agreement dated as of even date herewith (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") with Lender pursuant to which the obligations of the Grantors to the Lender are secured on the terms and conditions set forth therein.

C. Pursuant to the terms of the Security Agreement, Grantors have granted to Lender a security interest in substantially all the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantors do hereby grant to Lender a security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future infringement or dilution of any trademark or injury to the goodwill associated with any trademark, trademark application or trademark license, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in

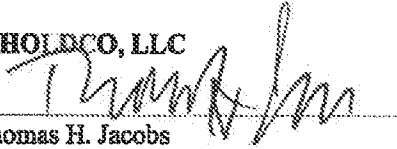
Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement and subject to limitations set forth therein. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.


*[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]*

The Grantors have caused this Trademark Security Agreement to be duly executed by its duly authorized officer or other representative thereunto as of the date first set forth above.

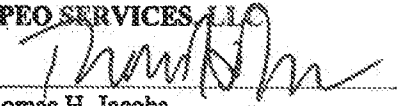
**MEDHQ HOLDCO, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

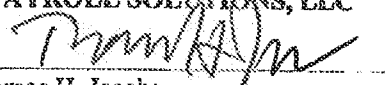
**MEDHQ, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

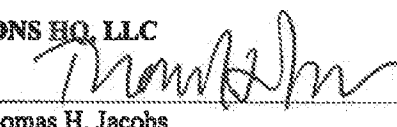
**MEDHQ PEO SERVICES, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

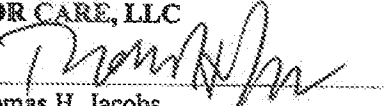
**MEDHQ PAYROLL SOLUTIONS, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative


**SOLUTIONS HQ, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

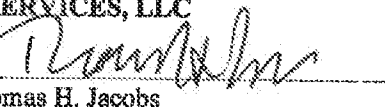
**MEDHQ OR CARE, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

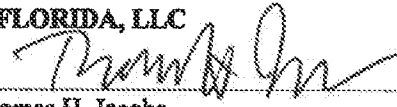
**MEDHQ OHIO CARE, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

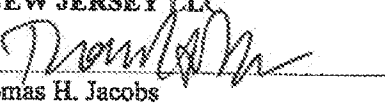
**MEDHQ SERVICES, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative


**MEDHQ FLORIDA, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

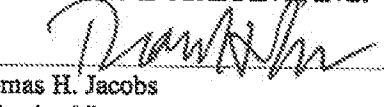
**MEDHQ NEW JERSEY LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

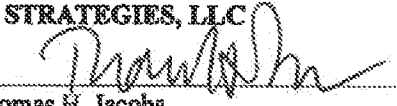
**MEDHQ CALIFORNIA LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

**BECKER TECHNICAL STAFFING, INC.**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

**AVANZA STRATEGIES, LLC**

By:   
Name: Thomas H. Jacobs  
Title: Authorized Representative

[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

Owned Trademarks

Owner	Trademark	Registration Number	Date Filed	Granting Jurisdiction
MedHQ, LLC	MedHQ	3510910	October 7, 2008	USPTO

Licensed Trademarks

None.