

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI133988

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GQR Uniti Med LLC		03/22/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Corbel Capital Partners SBIC, L.P., as Agent		
<b>Street Address:</b>	11777 San Vicente Blvd., Suite 777		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90049		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3219725	RECRUITING RESOURCES HEALTHCARE SOLUTIONS THAT WORK.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>			
<b>Phone:</b>	2027395866		
<b>Email:</b>	felicia.gordon@morganlewis.com		
<b>Correspondent Name:</b>	Felicia Gordon		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	111886.0011		
<b>NAME OF SUBMITTER:</b>	FELICIA GORDON		
<b>SIGNATURE:</b>	FELICIA GORDON		
<b>DATE SIGNED:</b>	04/01/2024		
<b>Total Attachments: 8</b>			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 22<sup>nd</sup> day of March, 2024, by and among the GQR Uniti Med LLC, a Delaware limited liability company (the “Grantor”), and CORBEL CAPITAL PARTNERS SBIC, L.P., in its capacity as administrative agent for the Purchasers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

## WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Promissory Note and Warrant Purchase Agreement, dated as of May 11, 2021 (as amended by that certain First Amendment to Senior Secured Promissory Note and Warrant Purchase Agreement and Waiver, dated as of July 21, 2023, that certain Second Amendment to Senior Secured Promissory Note and Warrant Purchase Agreement and Waiver, dated as of August 9, 2023, and as further amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Wynden Stark Holding Inc., a Delaware corporation, Wynden Stark LLC, a Delaware limited liability company (the “Issuer”), the purchasers party thereto as “Purchasers” (each of such Purchasers, together with its successors and assigns, is referred to hereinafter as a “Purchaser”), and Agent, the Purchasers agreed to purchase Notes from the Issuer pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers have purchased Notes from the Issuer as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that the Grantor shall have executed and delivered to Agent, for the benefit of the Purchasers, a joinder to that certain Guaranty and Security Agreement, dated as of May 11, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor, or any of them, to Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Purchasers, pursuant to the Guaranty and Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. the Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 25

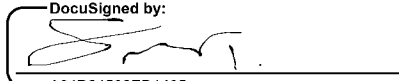
AND 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GQR UNITI MED LLC,  
a Delaware limited liability company

By:   
Name: Steven Talbot  
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CORBEL CAPITAL PARTNERS SBIC,  
L.P.

By: Corbel Capital Advisors SBIC, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: Michael H. Jones  
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

GQR UNITI MED LLC,  
a Delaware limited liability company


By: \_\_\_\_\_  
Name: Steven Talbot  
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CORBEL CAPITAL PARTNERS SBIC,  
L.P.

By: Corbel Capital Advisors SBIC, LLC,  
its General Partner

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Michael H. Jones  
Title: Managing Member

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations/Applications

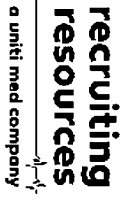
Grantor	Country	Mark	US Serial No.	US Registration No./ Date	Prosecution/ Maintenance Date
GQR Uniti Med LLC	USA	Recruiting Resources Healthcare Solutions That Work. Logo	78773728	3219725 / Mar. 20, 2007	March 20, 2027



Trade Names

None.

Common Law Trademarks



Domain Names:

Domain	Date of Renewal	Owner
<a href="https://unitimed.com/">https://unitimed.com/</a>	12.21.2024	GQR Uniti Med LLC
<a href="https://recruitingresources.com/">https://recruitingresources.com/</a>	12.04.2024	GQR Uniti Med LLC
<a href="http://thestaffingcompanywithheart.com">thestaffingcompanywithheart.com</a>	12.15.2024	GQR Uniti Med LLC

Trade names

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.