

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326933

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACCOUNTABLE HEALTHCARE STAFFING, INC.		12/19/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3475 Piedmont Road, N.E., 18th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3611093	GATEWAY TO TRAVEL	
Registration Number:	3608252	HRN	
Registration Number:	3608254	HRN	
Registration Number:	3608253	HRN SERVICES INC.	
Registration Number:	4181036	ACCOUNTABLE HEALTHCARE STAFFING	
Registration Number:	4450829	TAKING CARE OF YOU - WE'RE ACCOUNTABLE!	
Registration Number:	4553578	ACCOUNTABLE SURGICAL STAFFING	
Registration Number:	4590439	ACCOUNTABLE THERAPY STAFFING	
Serial Number:	86391900	MEDASCEND	
CORRESPONDENCE DATA			
Fax Number:	6785532693		
<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>			
Phone:	678-553-2692		
Email:	haysj@gtlaw.com		
Correspondent Name:	Jennifer Hays		
Address Line 1:	Greenberg Traurig, LLP		
Address Line 2:	3333 Piedmont Raod NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
TRADEMARK			

CH \$240.00 3611093

ATTORNEY DOCKET NUMBER:	132425.011100
NAME OF SUBMITTER:	Jennifer Hays
SIGNATURE:	/jennifer hays/
DATE SIGNED:	12/22/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this "Trademark Security Agreement") is made as of December 19, 2014 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each, individually, "Grantor"), and JPMorgan Chase Bank, N.A. (the "Lender") under the Credit Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Accountable Healthcare Staffing, Inc., a Delaware corporation, ("Company"), Accountable Healthcare Holdings Corp., a Florida corporation ("Holdings"), and Lender, Lender has agreed to make certain financial accommodations available to the "Borrowers", defined therein, from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to Lender, that certain Pledge and Security Agreement, dated as of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver this Trademark Security Agreement to Lender;

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, each 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 Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants to Lender, 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 such Grantor's Trademarks, including those referred to on Schedule I attached hereto;

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

(c) all products and proceeds (as that term is defined in the UCC) 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 License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) the right to receive license fees, royalties, and other compensation under any 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 Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency or similar proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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 Security Agreement, the 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. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets

and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

[Continued on following page.]

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.

GRANTORS:

ACCOUNTABLE HEALTHCARE
STAFFING, INC.

By: 
Name: Jeff Yesner
Title: Chief Financial Officer

ACCOUNTABLE HEALTHCARE
HOLDINGS CORP.

By: 
Name: Jeff Yesner
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Patrick Fravel

Title: Authorized Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
COMPANY	U.S.	Gateway to Travel	3611093	
COMPANY	U.S.	HRN [logo]	3608252	
COMPANY	U.S.	HRN	3608254	
COMPANY	U.S.	HRN Services Inc.	3608253	
HOLDINGS	U.S.	Accountable Healthcare Staffing	4,181,036	
HOLDINGS	U.S.	Taking Care of You – We’re Accountable!	4,450,829	
HOLDINGS	U.S.	Accountable Surgical Staffing	4,553,578	
HOLDINGS	U.S.	Accountable Therapy Staffing	4,590,439	
HOLDINGS	U.S.	MEDASCEND	86/391900	

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

SCHEDULE I

ATL 20303221v5

RECORDED: 12/22/2014

TRADEMARK
REEL: 005423 FRAME: 0940