

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLIANT HOLDINGS, LLC		12/31/2019	Limited Liability Company: DELAWARE
VOCOVISION, INC.		12/31/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST
Street Address:	7255 WOODMONT AVENUE
Internal Address:	SUITE 200
City:	BETHESDA
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	STATUTORY TRUST: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3783134	BIOBRIDGES
Registration Number:	5014818	CAREER PORTFOLIO
Registration Number:	5014253	EXPERIENCE THAT WORKS
Registration Number:	3783133	SPANNING THE CLINICAL DIVIDE
Registration Number:	2780559	SOLIANT
Registration Number:	2805660	
Registration Number:	4588128	RPH ON THE GO
Registration Number:	3500566	ON THE GO
Registration Number:	2985368	SUNBELT
Registration Number:	5081036	SUNBELT STAFFING
Registration Number:	4410365	VOCOVISION

CORRESPONDENCE DATA

Fax Number: 3105572193

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: 310-557-2900

Email: klathrop@proskauer.com

TRADEMARK

Correspondent Name: PROSKAUER ROSE LLP
Address Line 1: 2029 CENTURY PARK EAST, SUITE 2400
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90069

ATTORNEY DOCKET NUMBER: 11964.261

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 01/02/2020

Total Attachments: 5

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SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of December 31, 2019, is made by Soliant Holdings, LLC, a Delaware limited liability company (“Soliant Holdings”) and VocoVision, Inc., a Delaware limited liability company (“VocoVision” and together with Soliant Holdings, the “Grantors” and each, a “Grantor”), in favor of MidCap Financial Trust, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of December 31, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Soliant Holdings Intermediate, LLC, a limited liability company organized under the laws of Delaware (“Holdings”), Soliant Holdings (the “Borrower”), the several lenders from time to time party thereto (each a “Lender” and, collectively, the “Lenders”) and MidCap Financial Trust, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered the Security Agreement, dated as of December 31, 2019 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of each Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

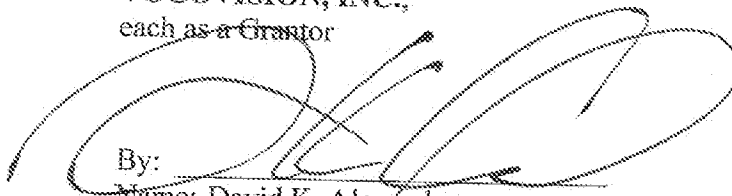
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

7. Credit Document. This Agreement constitutes a "Credit Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Credit Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SOLIANT HOLDINGS, LLC
VOCOVISION, INC.,
each as a Grantor

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and flourishes, positioned over the signature line.

By:
Name: David K. Alexander
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006829 FRAME: 0961


MIDCAP FINANCIAL TRUST,
as the Collateral Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

MARK	OWNER	SERIAL/REG. NO.
BIOBRIDGES	Soliant Holdings, LLC	76699615 / 3783134
CAREER PORTFOLIO	Soliant Holdings, LLC	86673828 / 5014818
EXPERIENCE THAT WORKS	Soliant Holdings, LLC	86666904 / 5014253
SPANNING THE CLINICAL DIVIDE	Soliant Holdings, LLC	76699614 / 3783133
SOLIANT	Soliant Holdings, LLC	76436429 / 2780559
Design Mark 	Soliant Holdings, LLC	76474907 / 2805660
RPH ON THE GO	Soliant Holdings, LLC	86156108 / 4588128
ON THE GO	Soliant Holdings, LLC	76685646 / 3500566
SUNBELT	Soliant Holdings, LLC	78428467 / 2985368
SUNBELT STAFFING & DESIGN	Soliant Holdings, LLC	86947312 / 5081036
VOCOVISION	VocoVision, Inc.	85831588 / 4410365