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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM733242

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CROSSLAKE TECHNOLOGIES, LLC		06/08/2022	Limited Liability Company: WASHINGTON
CORSIS LLC		06/08/2022	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A., as ADMINISTRATIVE AGENT
Street Address:	28 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5930100	CORSIS
Registration Number:	5629093	DEALSCREEN
Registration Number:	4884376	UPGRADE TO CONFIDENCE
Registration Number:	4993909	CORSIS CONFIDENCE INDEX
Serial Number:	87206839	TECHINDICATOR

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.515173
NAME OF SUBMITTER:	Moira Sheehan

TRADEMARK REEL: 007746 FRAME: 0359

900699433

SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	06/08/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2022 (as amended, restated, supplemented or otherwise modified, this "<u>Agreement</u>"), between CROSSLAKE TECHNOLOGIES, LLC, a Washington limited liability company and CORSIS LLC, a New York limited liability company (each individually a "<u>Grantor</u>" and collectively, the "<u>Grantors</u>") and CITIZENS BANK, N.A., as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>").

Reference is made to (a) the Credit Agreement, dated as of June 8, 2022 among CROSSLAKE INTERMEDIATE, LLC, a Delaware limited liability company (the "Borrower"), CROSSCOUNTRYCO, INC., a Delaware corporation ("Holdings"), the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of June 8, 2022, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Guarantors have guaranteed Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

- 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.
- 2. <u>Grant of Security Interest</u>. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "<u>Trademark Collateral</u>"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

- Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.
- 4 <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 5. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

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

CROSSLAKE TECHNOLOGIES, LLC

By:

Name: Matthew H. Kilian Title: Assistant Treasurer

CORSIS LLC

Bv:

Name: Matthew H. Kilian Title: Assistant Treasurer

CITIZENS BANK, N.A., as Administrative Agent

Name: Drew Galloway
Title: Director By:

[Signature Page to Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Senal No.	Filing Date
CROSSLAKE	-	-	97245920	01/31/2022
CROSSLAKE QOT	-	-	97245915	01/31/2022
QOT	-	-	97245909	01/31/2022
CROSSLAKE QUALITY OF TECHNOLOGY	-	-	97190632	12/27/2021
CORSIS	-	-	90348086	11/30/2020
CORSIS	5930100	12/10/2019	88146734	10/08/2018
TECHINDICATOR	-	-	87206839	10/18/2016
DEALSCREEN	5629093	12/11/2018	87630330	10/02/2017
UPGRADE TO CONFIDENCE	4884376	01/12/2016	86525170	02/05/2015
CORSIS CONFIDENCE INDEX	4993909	07/05/2016	86335059	07/11/2014

RECORDED: 06/08/2022