MRL 5-4-98

FORM PTO-1594 (Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

REC 05-29-1998 HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Excell Personnel Services Corporation
f/k/a Excell Personnel Service, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State Illinois
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Seacoast Capital Partners Limited Partnership
Internal Address: Suite 2100
Street Address: One Sansome Street
City: San Francisco State: CA ZIP: 94104

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☒ Limited Partnership Delaware
- ☐ Corporation-State
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: March 13, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,524,781

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George Borababy
Internal Address:

Street Address: 2550 M. Street N.W.

City: Washington State: DC ZIP: 20037

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

George Borababy
Name of Person Signing

Signature

5/4/98
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated as of March 13, 1998, between EXCELL PERSONNEL SERVICES CORPORATION, (formerly known as Excell Personnel Service, Inc.) ("Assignor") and SEACOAST CAPITAL PARTNERS LIMITED PARTNERSHIP, a Delaware limited partnership ("Seacoast"), with an office at One Sansome Street, Suite 2100, San Francisco, California 94104, and PACIFIC MEZZANINE FUND, L.P., ("Pacific"), with an office at 220 Powell Street, Suite 1250, Emeryville, California 94608 (Seacoast and Pacific, and their respective successors are sometimes herein collectively referred to as the "Assignee"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement including the preamble have the meanings provided in the Note Agreement.

PREAMBLE

A. Pursuant to a Note Purchase Agreement, dated as of March 13, 1998, (together with all amendments and other modifications, if any, from time to time made thereto, the "Note Agreement"), among the Assignor, Temporary Placement Service, Inc. ("TPS"), Global Personnel Services, Inc. and Assignee.

B. As a condition precedent to the purchase of the Senior Subordinated Notes under the Note Agreement, the Assignor is required to execute and deliver this Agreement and to grant to each Assignee a continuing security interest in all of the Trademark Collateral (as defined) to secure all Senior Subordinated Obligations.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Assignee to purchase the Senior Subordinated Notes pursuant to the Note Agreement, the Assignor agrees, for the benefit of each Assignee, as follows:

SECTION 1. Grant of Security Interest. To secure all of the Senior Subordinated Obligations, the Assignor does hereby assign, pledge and grant to each Assignee a security interest in and to the Trademark Collateral, whether now or hereafter existing or acquired, including, without limitation, the following (collectively, the "Trademark Collateral"):

1. all state (including common law), federal and foreign trademarks (excluding intent to use applications), service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights

arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

2. all software, source code, trade secrets, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

3. the entire goodwill of or associated with the businesses now or hereafter conducted by the Companies connected with and symbolized by any of the aforementioned properties and assets; and

4. all products, offspring, rents, issues, profits, returns, income and proceeds of and from and any claims relating to the foregoing and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect to any of the foregoing.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by the Assignor for the purpose of registering the security interest of the Assignee in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Assignee under the Note Agreement. The Note Agreement (and all rights and remedies of the Assignee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full of all Senior Subordinated Obligations, the Assignee shall, at the Assignor's expense, execute and deliver to the Assignor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Intellectual Property collateral which has been granted hereunder.

SECTION 4. Acknowledgment. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Note Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Related Document, etc. This Agreement is executed pursuant to the Note Agreement and administered and applied in accordance with the terms and provisions of the Note Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

EXCELL PERSONNEL SERVICES
CORPORATION (formerly known as
Excell Personnel Service, Inc.)

By: _____
Name: Ron Saunders
Its: Pres

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