FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

MRD 3-8-99

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RECC 100983062
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation)
  Document ID# [ ]
- [ ] Correction of PTO Error
  Reel # [ ] Frame # [ ]
- [ ] Corrective Document
  Reel # [ ] Frame # [ ]

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other [ ]

Effective Date
Month Day Year
[ ]

Conveying Party(ies)

[ ] **Mark if additional names of conveying parties attached**

Execution Date
Month Day Year

Name EXCELL PERSONNEL SERVICES CORPORATION — 3/13/1998

Formerly EXCELL PERSONNEL SERVICE, INC.

[ ] **Individual** [ ] **General Partnership** [ ] **Limited Partnership** [x] **Corporation** [ ] **Association**

[ ] **Other**

[x] **Citizenship/State of Incorporation/Organization** ILLINOIS

Receiving Party

[ ] **Mark if additional names of receiving parties attached**

Name LASALLE NATIONAL BANK

DBA/AKA/TA

Composed of

Address (line 1) 135 South La Salle Street #340

Address (line 2)

Address (line 3) Chicago (City) — Illinois (State/Country) — 60603-4402 (Zip Code)

[ ] **Individual** [ ] **General Partnership** [ ] **Limited Partnership**

[x] **Corporation** [ ] **Association**

[ ] **Other**

[ ] **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment*).**

[x] **Citizenship/State of Incorporation/Organization** ILLINOIS

FOR OFFICE USE ONLY

03/11/1999 JSHABAZZ 00000196 130206 1524781
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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

FORM PTO-1618B
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U.S. Department of Commerce
Patent and Trademark Office
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 312/984-

Name John G. Bisbikis

Address (line 1) McDermott, Will & Emery

Address (line 2) 227 West Monroe Street

Address (line 3) Chicago, Illinois 60606-5096

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document Including any attachments. # 3

Trademark Application Number(s) or Registration Number(s) ☐ **Mark if additional numbers attached**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1,524,781		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: **Enclosed** ☐ **Deposit Account** ☒

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number # 13-0206

Authorization to charge additional fees: Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

John G. Bisbikis	John G. Bisbikis	3/2/99
Name of Person Signing	**Signature**	**Date Signed**

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 LASALLE NATIONAL BANK (together with any successor thereto, the "Bank"). Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement including the preamble have the meanings provided in the Credit Agreement (as defined herein).

PREAMBLE

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

B. As a condition precedent to the making of the Loans under the Credit Agreement, the Assignor is required to execute and deliver this Agreement and to grant to the Bank a continuing security interest in all of the Trademark Collateral (as defined) to secure all 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 Lenders to make Loans to the Co-Borrowers pursuant to the Credit Agreement, the Assignor agrees, for the benefit of the Bank, as follows:

SECTION 1. Grant of Security Interest. To secure all of the Obligations, the Assignor does hereby assign, pledge and grant to the Bank 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"):

(a) 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;

(b) 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;

(c) the entire goodwill of or associated with the businesses now or hereafter conducted by the Co-Borrowers connected with and symbolized by any of the aforementioned properties and assets; and

(d) 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 Bank 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 Bank under the Credit Agreement. The Credit Agreement (and all rights and remedies of the Bank 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 Obligations and the termination of all Commitments, the Bank 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 Bank with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Credit 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 Credit Agreement and administered and applied in accordance with the terms and provisions of the Credit 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.

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TRADEMARK
REEL: 1866 FRAME: 0824

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: _____

Its: _____

RECORDED: 03/08/1999

TRADEMARK
REEL: 1866 FRAME: 0825