

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Essential Personnel, LLC		11/26/2013	LTD LIAB JT ST CO: OHIO
RECEIVING PARTY DATA			
Name:	FirstMerit Bank		
Street Address:	106 S. Main Street		
Internal Address:	12th Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3824903	WE DELIVER CERTAINTY	
Registration Number:	3653437	MISSION ESSENTIAL PERSONNEL	
Registration Number:	3653435	MISSION ESSENTIAL PERSONNEL	
Registration Number:	3653434	MISSION ESSENTIAL PERSONNEL	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-348-5744		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	Robbie Bannan c/o McDonald Hopkins LLC		
Address Line 1:	600 Superior Avenue, East		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	14370 □ 00158		

CH \$115.00 3824903

NAME OF SUBMITTER:	Robbie H. Bannan
Signature:	/Robbie H. Bannan/
Date:	12/05/2013
Total Attachments: 12 source=IP-SecurityAgreement#page1.tif source=IP-SecurityAgreement#page2.tif source=IP-SecurityAgreement#page3.tif source=IP-SecurityAgreement#page4.tif source=IP-SecurityAgreement#page5.tif source=IP-SecurityAgreement#page6.tif source=IP-SecurityAgreement#page7.tif source=IP-SecurityAgreement#page8.tif source=IP-SecurityAgreement#page9.tif source=IP-SecurityAgreement#page10.tif source=IP-SecurityAgreement#page11.tif source=IP-SecurityAgreement#page12.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 27, 2013, by **MISSION ESSENTIAL PERSONNEL, LLC**, an Ohio limited liability company ("Pledgor"), and delivered to **FIRSTMERIT BANK, N.A.**, a national banking association ("Agent"), as agent for the lenders (collectively, "Lender") from time to time party to the Credit and Security Agreement (as hereinafter defined).

BACKGROUND

A. This Agreement is being executed in connection with that certain Credit and Security Agreement dated November 27, 2013, by and among Pledgor, Agent and Lender (as supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the patents, patent rights and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, service trademark applications and service trade names (collectively, the "Trademarks"); copyrights and copyright applications and licenses (collectively, the "Copyrights"), all as listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks Copyrights, along with associated goodwill relating thereto, hereinafter referred to as the "Assets").

C. Pursuant to this Agreement, Agent, for the benefit of the Lender, is acquiring liens on, and security interests in, the Assets and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Obligations under the Loan Documents (as defined below) and desires to have its security interest in the Assets confirmed by a document in such form that it may be recorded in the United States Patent and Trademark Office, United States Copyright Office, or other relevant office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations under the Loan Documents, Pledgor grants a lien and security interest to Agent, for the benefit of the Lender, in all of its present and future right, title and interest in and to the Assets, including without limitation, the goodwill of Pledgor associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements and the proceeds thereof, including, without limitation, all royalties, licensing fees and the like along with all proceeds of infringement suits. Pledgor hereby authorizes Agent to file a copy of this Agreement in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered

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officials of foreign countries necessary to perfect Agent and Lender's security interests in the Assets as set forth herein.

2. Pledgor hereby covenants and agrees to maintain the Assets in full force and effect until all of the Obligations (other than contingent indemnification obligations) are indefeasibly paid and satisfied in full.

3. Pledgor represents and warrants and/or covenants that:

(a) To Pledgor's knowledge, each of the Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Pledgor's knowledge, each of the Assets is valid and enforceable;

(c) Except for the security interest hereby granted and the other disclosures as may be set forth on Schedule A attached hereto or referenced in the Loan Agreement, Pledgor is the record owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any Lien (other than Permitted Liens), including, without limitation, pledges, assignments, licenses (other than any license permitted under this Agreement or the Loan Agreement) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and (except to the extent permitted by the Loan Agreement) will continue for the duration of this Agreement to comply with, the requirements set forth in applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule A constitute all of the registrations and applications now owned by Pledgor. If, before all Obligations (other than contingent indemnification obligations) have been indefeasibly paid and satisfied in full, Pledgor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names or copyrights or licenses or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. From time to time upon Agent's reasonable request, Pledgor shall provide Agent and Agent's counsel with an amended Schedule listing Pledgor's Assets in form and substance reasonably satisfactory to Agent.

4. Pledgor further covenants that until all of the Obligations (other than contingent indemnification obligations) have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent

with Pledgor's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as an Event of Default has not occurred and is not continuing under the Loan Agreement, Pledgor shall continue to have the exclusive right to use the Assets, and Agent and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Except as permitted under the Loan Agreement, Pledgor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Agent, for the benefit of the Lender, which consent will not be unreasonably withheld or delayed.

7. Upon the occurrence and continuance of an Event of Default under the Loan Agreement, (a) Pledgor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Ohio, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby, and (b) Pledgor hereby authorizes and empowers Agent, for the benefit of the Lender, its successors and assigns, and any officer or representative of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or as necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Pledgor hereby authorizes Agent to file a copy of such trademark assignment in the United States Patent and Trademark Office, the United States Copyright Office, and with any appropriately empowered officials of foreign countries necessary to evidence Agent and Lender's interests in the Assets as set forth herein. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Obligations (other than contingent indemnification obligations) are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

9. All rights and remedies herein granted to Agent shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Documents, the language of the Loan Documents shall control.

10. Upon the full and unconditional satisfaction of all of the Obligations under the Loan Documents, Agent shall execute and deliver to Pledgor all documents reasonably necessary to terminate Agent and Lender's security interests in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or reasonable costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent and Lender's rights hereunder, in each case in accordance with the terms of this Agreement and the Loan Agreement, shall be borne and paid by Pledgor on demand by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Documents, Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until all of the Obligations (other than contingent indemnification obligations) shall have been indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Assets, and upon reasonable request of Agent, Pledgor shall make federal application on registerable but unregistered patents, trademarks, copyrights or licenses belonging to Pledgor. Any expenses incurred in connection with such applications shall be borne by Pledgor.

13. Pledgor shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent and Lender are not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and/or the Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent or Lender, in the fulfillment of the provisions of this paragraph except for any costs, expenses or fees arising as a result of Agent's and/or Lender's gross negligence or willful misconduct.

14. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent in full for all reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Assets.

15. No course of dealing between Pledgor, Agent, and/or Lender, nor any failure to exercise, nor any delay in exercising on the part of Agent or any Lender any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lender's rights and remedies with respect to the Assets, whether established hereby, by the Loan Documents or by any other future agreements between Pledgor and Agent and/or Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

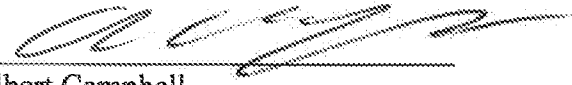
17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Agent, Lender and Pledgor.

18. This Agreement shall be governed by and construed in conformity with the laws of the State of Ohio without regard to its otherwise applicable principles of conflicts of laws.

19. **AGENT AND PLEDGOR EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.**

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

MISSION ESSENTIAL PERSONNEL, LLC,
an Ohio limited liability company

By: 
Name: Albert Campbell
Title: Chief Financial Officer

Approved and Accepted:

FIRSTMERIT BANK, N.A.,
a national banking association

By: _____
Name: Julie Kline
Title: Vice President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005172 FRAME: 0026

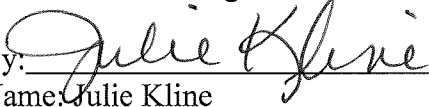
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement the day and year first above written.

MISSION ESSENTIAL PERSONNEL, LLC,
an Ohio limited liability company

By: _____
Name: Albert Campbell
Title: Chief Financial Officer

Approved and Accepted:

FIRSTMERIT BANK, N.A.,
a national banking association

By:  _____
Name: Julie Kline
Title: Vice President

SCHEDULE A

TRADEMARK	NUMBER	ISSUED	OWNER
WE DELIVER CERTAINTY	3824903	07/27/10	Mission Essential Personnel, LLC
MISSION ESSENTIAL PERSONNEL and Design	3653437	07/14/09	Mission Essential Personnel, LLC
MISSION ESSENTIAL PERSONNEL and Design	3653435	07/14/09	Mission Essential Personnel, LLC
MISSION ESSENTIAL PERSONNEL and Design	3653434	07/14/09	Mission Essential Personnel, LLC

COPYRIGHT	NUMBER	ISSUED	OWNER
LIP Language Improvement Program	TX7368053	02/15/11	Mission Essential Personnel, LLC

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EXHIBIT 1

PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES ASSIGNMENT

WHEREAS, _____ (“Grantor”) is the registered owner of the patents, patent rights, and patent applications, trademarks, service marks, trade names, service trademark applications and service trade names, copyrights and copyright applications and licenses listed on **Schedule A** attached hereto and made a part hereof (“Assets”), which are registered in the United States Patent and Trademark Office, United States Copyright Office, or other appropriately empowered officials of foreign countries, respectively; and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to be executed as of the ___ day of _____ .

By: _____
Attorney-in-fact

Witness:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____ 20__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____ and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

POWER OF ATTORNEY

MISSION ESSENTIALS PERSONNEL, LLC, an Ohio limited liability company (“Grantor”), hereby authorizes **FIRSTMERIT BANK, N.A.**, a national banking association, as agent (“Grantee”), as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Intellectual Property Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the “Patent Agreement”), including, without limitation, the power to use the Assets (as defined in the Patent Agreement) and listed on **Schedule A** attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Patent Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Credit and Security Agreement dated November 27, 2013, between Grantor and Grantee, as such document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Patent Agreement.

This Power of Attorney shall be irrevocable for the life of the Patent Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 26 day of November 2013.

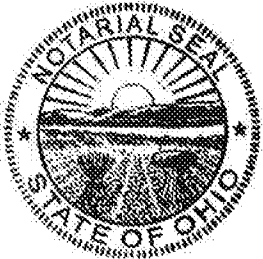
MISSION ESSENTIAL PERSONNEL, LLC,
an Ohio limited liability company

By: [Signature]
Name: Albert Campbell
Title: Chief Financial Officer

UNITED STATES OF AMERICA :
STATE OF Ohio : SS
COUNTY OF Franklin :

Acknowledged before me on this 26 of November 2013, before me personally appeared Albert Campbell, to me known and being duly sworn, deposes and says that s/he is the Chief Financial Officer of MISSION ESSENTIAL PERSONNEL, LLC, an Ohio limited liability company, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney as such officer pursuant to the authority vested in him/her by law; that the within Power of Attorney is the voluntary act of such company; and s/he desires the same to be recorded as such.

[Signature]
Notary Public
My Commission Expires: 01-17-18



LANITA K TOKISH
Notary Public, State of Ohio
My Commission Expires 01-17-18

[SIGNATURE PAGE TO POWER OF ATTORNEY - IP SECURITY AGREEMENT]