

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriNet HR Corporation		08/20/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86040505	DEEPHR	
Serial Number:	86040445	DEEPHR	
Serial Number:	86040497	DEEPHR	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39176		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 86040505

Signature:	/pja/
Date:	01/22/2014
Total Attachments: 4 source=39176#page1.tif source=39176#page2.tif source=39176#page3.tif source=39176#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Lien Guarantee and Collateral Agreement dated as of August 20, 2013 (as the same may be amended, modified, extended or restated from time to time, the “Agreement”), by and among the Grantors party thereto (each a “Grantor” and collectively, the “Grantors”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (the “Collateral Agent”) for the Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Collateral Agent, for the ratable benefit of the Secured Parties:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

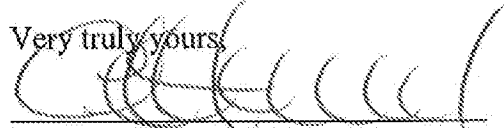
TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
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See Schedule 1 attached hereto

The undersigned Grantor and the Collateral Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (i) may only be terminated in accordance with the terms of the Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,



TRINET HR CORPORATION

By: _____ Gregory L. Hammond _____
Name: _____ Secretary _____
Title: _____

[Signature Page to Second Lien Grant of Security Interest in Trademarks – TriNet HR Corporation]

TRADEMARK
REEL: 005197 FRAME: 0795

Acknowledged and Accepted:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Renee Kuhl

Title: Vice President

[Signature Page to Second Lien Grant of Security Interest in Trademarks – TriNet HR Corporation]

TRADEMARK
REEL: 005197 FRAME: 0796

Schedule 1

Trademarks and Trademark Applications

Mark	App. No.	Reg. No.	Date	Owner
DEEPHR	86040505		8/16/13	TriNet HR Corporation
DEEPHR	86040445		8/16/13	TriNet HR Corporation
DEEPHR	86040497		8/16/13	TriNet HR Corporation