

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
SEATON, LLC		01/29/2014	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3188845	SEATONCORP
Registration Number:	3173115	STAFF SMX
Registration Number:	3100104	STAFF ALLIANCE
Registration Number:	3100103	STAFF FLEX
Registration Number:	3042972	STAFF SITE
Registration Number:	3154479	STAFF LINK
Registration Number:	2893778	STAFF NAVIGATOR
Registration Number:	2897871	PEOPLESCOUT
Registration Number:	2601306	RISKWISE
Registration Number:	2522924	PEOPLESCOUT
Registration Number:	1835629	STAFFTRACK
Registration Number:	3420693	STUDENTSCOUT
Registration Number:	3863249	THE NEW WAY THE WORLD WORKS

OP \$340.00 3188845

**CORRESPONDENCE DATA**

Fax Number: 7045032622

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 704 503 2600

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Correspondent Name: King & Spalding

Address Line 1: 100 N Tryon Street

Address Line 2: Suite 3900

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.015087
NAME OF SUBMITTER:	Vicky R. Bantug
Signature:	/Vicky R. Bantug/
Date:	01/30/2014
Total Attachments: 5 source=Trademark Security Agreement - Seaton 1 29 14#page1.tif source=Trademark Security Agreement - Seaton 1 29 14#page2.tif source=Trademark Security Agreement - Seaton 1 29 14#page3.tif source=Trademark Security Agreement - Seaton 1 29 14#page4.tif source=Trademark Security Agreement - Seaton 1 29 14#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of January 29, 2014, is made by SEATON, LLC, an Illinois limited liability company (the "Grantor"), in favor of RBS CITIZENS, N.A., as agent for the equal and ratable benefit of the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

The Grantor has executed and delivered that certain Term Loan and Security Agreement, dated as of January 29, 2014, in favor of Agent for the equal and ratable benefit of the Secured Parties (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"). The Grantor has pledged and granted to Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Loan Agreement.

2. Grant of Security Interest. (a) This Agreement is made to secure the performance and payment of all of the Obligations. Upon the Full Payment of all Obligations, Agent shall promptly execute, acknowledge, and deliver to Grantor all reasonably requested instruments releasing the security interest in the Trademarks acquired under the Loan Documents, including this confirmatory grant.

(b) The Grantor hereby pledges and grants to Agent, on behalf of and for the benefit of the Secured Parties, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks"). Notwithstanding the foregoing, this Agreement shall not constitute a grant of a security interest in any Excluded Assets.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Agent in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original. Delivery of an


executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and all claims shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles which would result in the application of the laws of a jurisdiction other than the State of New York, except federal laws relating to national banks.

[Signature Page Follows]

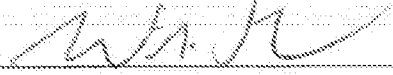
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SEATON, LLC

By:   
Name: Christopher Averill  
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

RBS CITIZENS, N.A.,  
as Agent

By:   
Name: William S. Rowe  
Title: Senior Vice President

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
USA	SEATONCORP	3188845	12/26/06
USA	STAFF SMX	3173115	11/21/06
USA	STAFF ALLIANCE	3100104	6/6/06
USA	STAFF FLEX	3100103	6/6/06
USA	STAFF SITE	3042972	1/10/06
USA	STAFF LINK	3154479	10/10/06
USA	STAFF NAVIGATOR	2893778	10/12/04
USA	PEOPLESCOUT	2897871	10/26/04
USA	RISKWISE	2601306	7/30/02
USA	PEOPLESCOUT	2522924	12/25/01
USA	STAFFTRACK	1835629	5/10/94
USA	STUDENTSCOUT	3420693	4/29/08
USA	THE NEW WAY THE WORLD WORKS	3863249	10/19/10

Pending Trademark Applications

None