

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hospitality Liquidation III, LLC	FORMERLY Hospitality Staffing Solutions, LLC	01/24/2014	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Hospitality Staffing Solutions, LLC		
Street Address:	100 Glenridge Point Parkway, Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4232157	HSS HOSPITALITY STAFFING SOLUTIONS	
Registration Number:	4240061	HSS HOSPITALITY STAFFING SOLUTIONS STAFF	
CORRESPONDENCE DATA			
Fax Number:	2127358708		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2127358688		
Email:	ajablon@morrisoncohen.com		
Correspondent Name:	Adam Jablon		
Address Line 1:	909 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Adam Jablon		
Signature:	/s/ Adam Jablon		
Date:	02/05/2014		

CH \$65.00 4232157

Total Attachments: 8

source=IP Assignment#page1.tif
source=IP Assignment#page2.tif
source=IP Assignment#page3.tif
source=IP Assignment#page4.tif
source=IP Assignment#page5.tif
source=IP Assignment#page6.tif
source=IP Assignment#page7.tif
source=IP Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”), dated as of January 24, 2014, is made by and among Hospitality Staffing Solutions, LLC, a Delaware limited liability company (the “Assignee”), and Hospitality Liquidation I, LLC f/k/a HSS Holding LLC, a Delaware limited liability company (“Parent”), and each of the Subsidiaries of Parent party hereto (each of Parent and such Subsidiaries, an “Assignor” and collectively, the “Assignors”). The Assignee and the Assignors are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS:

WHEREAS, HS Solutions Corporation, a Delaware corporation (the “Initial Buyer”), and the Assignors, have entered into that certain Asset Purchase Agreement, dated as of October 24, 2013 (as amended from time to time, the “Asset Purchase Agreement”);

WHEREAS, in accordance with the terms of the Asset Purchase Agreement, the Initial Buyer has designated to the Assignee the right to acquire the Acquired Intellectual Property (as defined below);

WHEREAS, this Agreement is made and delivered pursuant to the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meaning given such terms in the Asset Purchase Agreement.

AGREEMENT:

NOW, THEREFORE, subject to the terms and conditions of the Asset Purchase Agreement, and in consideration of the promises and mutual agreements set forth therein, the Parties hereby agree as follows:

1. Acquired Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell, transfer, assign, convey, and deliver to the Assignee and its successors and permitted assigns, forever, and the Assignee acquires from Assignors all of Assignors’ right, title, and interest (of every nature, kind, and description, tangible or intangible (including goodwill), whether real, personal, or mixed, whether accrued, contingent, or otherwise, wherever located), in each case free and clear of any and all Liens or Claims (other than Permitted Liens) in, to, and under all of Seller’s Intellectual Property Rights owned, licensed, or used by Seller set forth on Schedule I hereto (the “Acquired Intellectual Property”) as of the Closing Date, including all of Assignors’ rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach thereof (in each case free and clear of any and all Liens or Claims, other than Permitted Liens).

2. Further Assurances. This Agreement has been executed and delivered by Assignors with the agreement that the same may be recorded with the United States Patent and Trademark Office and in other jurisdictions outside the United States. From time to time hereafter, and without further consideration, the Assignors and their successors and permitted assigns, covenant and agree that the Assignors and their successors and permitted assigns shall execute and deliver, or shall cause to be executed and delivered, such other instruments of transfer and conveyance and other documents and take such other actions as the Assignee may reasonably request to fully vest in the Assignee and its successors

and permitted assigns the Acquired Intellectual Property in accordance with the foregoing, and shall lend all reasonable assistance to the Assignee in the collection and reduction to possession of the Acquired Intellectual Property, in the exercise of the rights with respect thereto and otherwise in the carrying out of the intentions and purposes of the Asset Purchase Agreement. The Assignee shall reimburse to the Assignors the reasonable costs incurred in compliance with this Section 2.

3. Notices. Any notice, request, or other document to be given hereunder to any Party shall be given in the manner set forth in the Asset Purchase Agreement. Any Party may change its address for receiving notices, requests, and other documents by giving written notice of such change to the other Parties in accordance with the Asset Purchase Agreement.

4. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

5. Effectiveness. This Agreement shall be effective as of the Closing Date.

6. Relationship to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Asset Purchase Agreement or the survival thereof. Nothing in this Agreement shall be construed as an agreement to assign or assume any Acquired Intellectual Property, or an attempted assignment or an attempted assumption thereof, to the extent that, without the consent of a third party, such assignment or attempted assignment, or assumption or attempted assumption, would constitute a breach thereof, unless otherwise provided under the Bankruptcy Code or the Sale Order.

7. Amendments; Waivers. This Agreement may not be waived, altered, amended, or modified except by an instrument in writing signed by, or on behalf of, each Assignor and the Assignee.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

9. Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Delaware in accordance with the laws applicable to contracts executed in such state (without giving effect to the principles of conflicts of Laws thereof). The Parties agree that the Bankruptcy Court shall retain sole jurisdiction over any Legal Proceeding with respect to this Agreement or any other agreement entered into in connection herewith. Each of the Parties irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any Legal Proceeding in such jurisdiction in respect of this Agreement or the transactions contemplated hereby; provided, however, that if the Bankruptcy Case has been fully and finally dismissed and/or the

Bankruptcy Court declines jurisdiction, the Parties agree to and hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court sitting in Wilmington, Delaware.

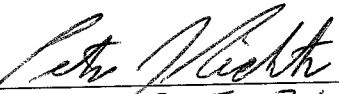
10. Third Parties. This Agreement shall inure solely to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective successors and permitted assigns.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNORS:

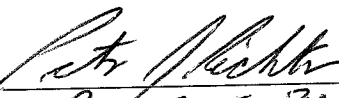
**HOSPITALITY LIQUIDATION I, LLC f/k/a
HSS HOLDING, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


**HOSPITALITY LIQUIDATION II, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS GROUP, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT

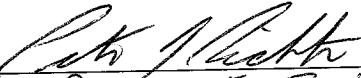
**HOSPITALITY LIQUIDATION III, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


**HOSPITALITY LIQUIDATION IV, LLC
f/k/a IHS STAFFING SERVICES, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


**HOSPITALITY LIQUIDATION V, LLC
f/k/a IHS HOSPITALITY SERVICES, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


**HOSPITALITY LIQUIDATION VI, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS OF LOUISIANA, L.L.C.**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


**HOSPITALITY LIQUIDATION VII, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS OF IOWA, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT

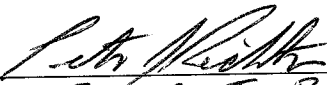
**HOSPITALITY LIQUIDATION VIII, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS OF CONNECTICUT, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT

**HOSPITALITY LIQUIDATION IX, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS OF INDIANA, LLC**

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT


HOSPITALITY LIQUIDATION X, LLC
f/k/a HOSPITALITY STAFFING
SOLUTIONS OF ILLINOIS, LLC

By: 
Name: PETER J. RICHTER
Title: EXECUTIVE VICE PRESIDENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

ASSIGNEE:

HOSPITALITY STAFFING SOLUTIONS, LLC

By: 
Name: Bill Holliday

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005209 FRAME: 0647

Schedule I

Acquired Intellectual Property

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
HSS HOSPITALITY STAFFING SOLUTIONS	Hospitality Liquidation III, LLC f/k/a Hospitality Staffing Solutions, LLC	Registered	4,232,157	October 30, 2012
HSS HOSPITALITY STAFFING SOLUTIONS STAFFING · OUTSOURCING · JANITORIAL	Hospitality Liquidation III, LLC f/k/a Hospitality Staffing Solutions, LLC	Registered	4,240,061	November 13, 2012