

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
Hospitality Staffing Solutions, LLC		01/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	national banking association: UNITED STATES		
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:	4045228409		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal PHRD		
Address Line 1:	285 Peachtree Center Avenue		
Address Line 2:	Suite 1500		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689-114		
NAME OF SUBMITTER:	Mitchell M. Purvis		

CH \$65.00 4232157

Signature:	/mmp/
Date:	02/11/2014
Total Attachments: 7 source=Hospitality TSA#page1.tif source=Hospitality TSA#page2.tif source=Hospitality TSA#page3.tif source=Hospitality TSA#page4.tif source=Hospitality TSA#page5.tif source=Hospitality TSA#page6.tif source=Hospitality TSA#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made and entered into this 24th day of January, 2014, between **BANK OF AMERICA, N.A.**, a national banking association, having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339 ("Lender") and **HOSPITALITY STAFFING SOLUTIONS, LLC**, a Delaware limited liability company, having its principal place of business at 100 Glenridge Point Parkway, Suite 400, Atlanta, Georgia 30342 ("Company").

Recitals:

Company desires to obtain loans and other financial accommodations from Lender pursuant to that certain Loan and Security Agreement dated the date hereof (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") between Company and Lender.

Lender is willing to make loans and other financial accommodations to Company from time to time pursuant to the terms of the Loan Agreement, provided that Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees with Lender as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of all of the Obligations, Company hereby grants, assigns and pledges to Lender a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names, trademark applications, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks and service marks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time) but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names, trademark applications, service marks, service mark registrations and service mark applications, together with the items described in clauses (i)-(iv), collectively, the "Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. Company represents and warrants to Lender that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of a UCC financing statement naming Lender as secured party and Company as debtor and describing the Trademark Collateral in the UCC records of the Office of the Secretary of State of Delaware (the "Filing Office"), this Agreement will create a legal, valid and perfected Lien upon and security interest in the Trademark Collateral that is listed on Exhibit A attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) Company has the unqualified right to enter into this Agreement and perform its terms;

(d) Each of the Trademarks is valid and enforceable; and

(e) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances (except licenses permitted pursuant to paragraph 4(b) below), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons.

4. Company covenants and agrees with Lender that, until Full Payment of all of the Obligations:

(a) Except for Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor; and

(b) Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of Company in the regular and ordinary course of Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with Company's obligations under this Agreement.

5. If, before Full Payment of all of the Obligations, Company shall obtain rights to any new trademarks or service marks, or become entitled to the benefit of any trademark application, service mark application, trademark or service mark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and Company shall give to Lender prompt notice thereof in writing.

6. Company irrevocably authorizes and empowers Lender to modify this Agreement by amending Exhibit A to include any future trademarks, trademark applications, service marks and service mark applications under paragraph 2 or paragraph 5 hereof.

7. Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, as Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse Company's name on all applications, documents, papers and instruments necessary for Lender to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

8. Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of material infringements detected. Until Full Payment of the Obligations, Company shall (A) have the duty through counsel reasonably acceptable to Lender, to: (1) prosecute diligently any trademark or service mark application for a Trademark pending as of the date of this Agreement or thereafter that is material to the conduct of its business; (2) make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Lender's request); (3) file and prosecute opposition and cancellation proceedings; (4) file and prosecute lawsuits to enforce the Trademarks; and (B) do any and all acts which are deemed appropriate by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Company. Company shall not abandon any right to file a trademark or service mark application, or any pending trademark or service mark application, or trademark or service mark without the consent of Lender, unless Company has determined that such trademark or service mark application or trademark or service mark is no longer necessary or material to the conduct of its business.

9. Notwithstanding anything to the contrary contained in paragraph 8 hereof, at any time that an Event of Default exists, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, or defense, and Company shall, subject to the limitations set forth in Section 12.2 of the Loan Agreement, promptly, **upon demand**, reimburse and indemnify Lender for all reasonable costs and expenses incurred in the exercise of Lender's rights under this paragraph 9.

10. If Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by Applicable Law, Lender may discharge such obligations in Company's name or in Lender's name, in Lender's sole discretion, but at Company's expense, and Company agrees to reimburse Lender in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

11. No course of dealing between Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. All of Lender's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7 hereof.

15. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Company hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms and conditions of this Agreement and those of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern and control.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors and permitted assigns of Company. Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

17. Company hereby waives notice of Lender's acceptance hereof.

18. This Agreement may be executed in any number of counterparts and by different parties to this Agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

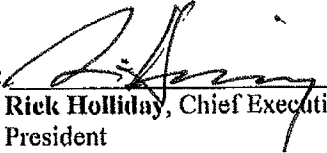
19. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

20. **To the fullest extent permitted by Applicable Law, Company and Lender each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

[Remainder of page intentionally left blank; signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered on the day and year first above written.

HOSPITALITY STAFFING SOLUTIONS, LLC
("Company")

By: 
Rick Holliday, Chief Executive Officer and
President

[Signatures continue on the following page.]

Accepted:

BANK OF AMERICA, N.A.
("Lender")

By: *Doug Cowan*
Doug Cowan, Senior Vice President

EXHIBIT A

Trademarks

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUED</u>	<u>JURISDICTION</u>
Hospitality Staffing Solutions, LLC	HSS HOSPITALITY STAFFING SOLUTIONS	4,232,157	10/30/2012	UNITED STATES
Hospitality Staffing Solutions, LLC	HSS HOSPITALITY STAFFING SOLUTIONS STAFFING · OUTSOURCING · JANITORIAL	4,240,061	11/13/2012	UNITED STATES