

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAFF PRO INC.		05/09/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as administrative agent		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3808694	THE EVENT STAFFING PROFESSIONALS	
Registration Number:	3836866	THE FUTURE OF EVENT STAFFING	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-530-5175		
Email:	jmarkham@milbank.com		
Correspondent Name:	Jordan P. Markham		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank Tweed		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	36990.00700		
NAME OF SUBMITTER:	Jordan P. Markham		
SIGNATURE:	/Jordan P. Markham/		
DATE SIGNED:	05/27/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT dated May 9, 2014 (this “*IP Security Agreement Supplement*”), is made by STAFF PRO INC., a California corporation (the “*Additional Grantor*”) in favor of KeyBank National Association, as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, U.S. Security Associates Holdings, Inc., a Delaware corporation, as the Borrower, and U.S. Security Associates Holdings II Corp. (f/k/a Valour Holdings I Corp.), a Delaware corporation (“*Holdings*”), have entered into a Credit and Guaranty Agreement dated as of July 28, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, including by the First Amendment to Credit and Guaranty Agreement, dated as of February 10, 2012 and the Second Amendment to Credit and Guaranty Agreement, dated as of July 31, 2013, the “*Credit Agreement*”) with KeyBank National Association, as the Swing Line Lender, the L/C Issuer and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, under the terms of the Security Agreement, dated as of July 28, 2011, made by the Grantors and such other Persons to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), the Additional Grantor has agreed to grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in any intellectual property collateral of such Additional Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Grantor agrees as follows:

SECTION 1. Grant of Security. The Additional Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Additional Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which the Additional Grantor now has or hereafter acquires an interest and wherever the same may be located (the “*IP Collateral*”):

- (i) all patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) all trademark and service mark registrations and applications, including, without limitation, the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Additional Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Additional Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term “IP Collateral” shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license, or agreement, or create a right of termination in favor of any other party thereto (other than any of the Grantors), in each case to the extent not rendered unenforceable pursuant to applicable provisions of the UCC or other applicable law, provided, that the IP Collateral includes proceeds and receivables of any property excluded under the foregoing proviso, the assignment of which is expressly deemed effective under the UCC notwithstanding such prohibition.

SECTION 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the IP Collateral attached hereto as Schedules A, B and C.

SECTION 3. Security for Obligations. The grant of a security interest in the IP Collateral by the Additional Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Additional Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The Additional Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Additional Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Additional Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STAFF PRO INC.

By: Karl J. Scott
Name: Karl J. Scott
Title: Vice President Finance & Treasurer

[Signature Page to Intellectual Property Security Agreement Supplement]

TRADEMARK
REEL: 005286 FRAME: 0954

**Schedule A to the
Intellectual Property Security Agreement Supplement**

PATENTS

None.

**Schedule B to the
Intellectual Property Security Agreement Supplement**

TRADEMARKS

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>App./ Reg. Date</u>
STAFF PRO INC.	THE EVENT STAFFING PROFESSIONALS	U.S.	3808694	June 22, 2010
STAFF PRO INC.	THE FUTURE OF EVENT STAFFING	U.S.	3836866	August 24, 2010

**Schedule C to the
Intellectual Property Security Agreement Supplement**

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None.