

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Creative Circle, LLC		06/25/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Société Générale, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2941387	CREATIVE CIRCLE	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79896.00008 (SECOND LIEN)		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	06/25/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 25, 2014, between Creative Circle, LLC, ("**Grantor**") and SOCIÉTÉ GÉNÉRALE, as Collateral Agent for the Secured Parties (as defined in the Second Lien Pledge and Security Agreement referred to below) (herein in such capacity, the "**Collateral Agent**").

RECITALS:

- (A) Creative Circle, LLC, a Delaware limited liability company, MSCP V CC Midco, LLC, the financial institutions party thereto as lenders (each individually referred to as a "**Lender**" and collectively as "**Lenders**") and Société Générale, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") are party to a Second Lien Credit Agreement dated as of June 25, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Credit Agreement**").
- (B) The Grantor is a party to a Second Lien Pledge and Security Agreement, dated as of June 25, 2014 in favor of the Collateral Agent (as it may from time to time be amended, restated, amended and restated modified or supplemented, the "**Pledge and Security Agreement**"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Confirmation of Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), Grantor hereby confirms the pledge and grant to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, of a continuing security interest in and Lien on all of its right, title and interest in, to and under its Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

"**Intellectual Property Collateral**" means such Grantor's right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all United States Trademarks and United States Trademark Licenses to which it is a party, including those referred to on Schedule D-1A hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each United States Trademark and each United States Trademark License; and
- (c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or United States Trademark licensed under any United States Trademark License or (ii) injury to the goodwill associated with any United States Trademark or any United States Trademark licensed under any United States Trademark License.

Section 3 Priority of Grant of Security

Notwithstanding anything to the contrary contained in this Agreement, Grantor and the Collateral Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to the Pledge and Security Agreement (and confirmed herein) to the Collateral Agent for the benefit of the Secured Parties and securing the Obligations, will be a "second" priority (subject to the Liens securing the First Lien Obligations) security interest in the Collateral.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and no Grantor will be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 5 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by it in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

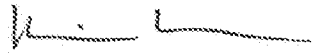
Section 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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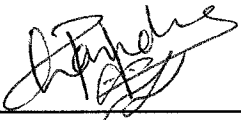
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written above.

CREATIVE CIRCLE, LLC, as Grantor

By: 
Name: Kevin Yoshimoto
Title: Chief Financial Officer

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE, as Collateral Agent

By:  _____

Name: Pranav Chandra

Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005309 FRAME: 0086

SCHEDULE D-1A TO THE TRADEMARK SECURITY AGREEMENT

REGISTERED UNITED STATES TRADEMARKS

Grantor	Mark	Reg. No. or Appln. No.	Date
Creative Circle, LLC	CREATIVE CIRCLE	2,941,387	April 19, 2005

D/b/a used by Creative Circle, LLC: Creative Circle Staffing, LLC (filed with Florida Secretary of State).