

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO CORPORATION		10/20/2014	CORPORATION: DELAWARE
PRO UNLIMITED GLOBAL SOLUTIONS, INC.		10/20/2014	CORPORATION: DELAWARE
COMFORCE TECHNICAL SERVICES, INC.		10/20/2014	CORPORATION: DELAWARE
CTS GLOBAL, INC.		10/20/2014	CORPORATION: NEW YORK
PRO UNLIMITED, INC.		10/20/2014	CORPORATION: NEW YORK
RIGHTSOURCING, INC.		10/20/2014	CORPORATION: NEW YORK
THISCO SERVICES, INC.		10/20/2014	CORPORATION: NEW YORK
THISCO OF CANADA, INC.		10/20/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Citizens Business Capital, a division of Citizens Asset Finance, Inc., as agent		
Street Address:	8614 Westwood Center Drive, Suite 200		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1933135	PRO UNLIMITED	
Registration Number:	2538733	RIGHTSOURCING	
Registration Number:	1505092	THISCO	
Serial Number:	86314555	WAND	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave. NW, Suite 1130		
			TRADEMARK

OP \$115.00 1933135

Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F152250

NAME OF SUBMITTER: MONICA C COURTADE

SIGNATURE: /MONICA C COURTADE/

DATE SIGNED: 10/20/2014

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2014, by **PRO CORPORATION**, a corporation organized under the laws of the State of Delaware ("PRO"), and each of the other signatories hereto (together with PRO, each such Person individually, a "Grantor" and, collectively, the "Grantors"), in favor of **CITIZENS BUSINESS CAPITAL**, a division of Citizens Asset Finance, Inc., as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by, among others, (i) the Borrowers, (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), (iv) the Agent, and (v) the Issuing Bank party thereto (the "Issuing Bank"), pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors has granted to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral, as security for the Obligations; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the

security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean all copyrights in each work of authorship or derivative work thereof of any Grantor, whether registered or unregistered and whether published or unpublished, including, without limitation, the United States copyright registrations and copyright applications listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Copyright, including, without limitation, the agreements listed on **EXHIBIT A** annexed hereto and made a part hereof.

“Copyright Office” shall mean the United States Copyright Office or any other federal governmental agency which may hereafter perform its functions.

“Grantor” and “Grantors” shall have the meanings assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in the Loan Agreement, and shall include, without limitation, all Copyrights, Patents, Trademarks and Licenses, and all renewals of any of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement; *provided*, that “IP Collateral” shall not include any Excluded Property.

“Issuing Bank” shall have the meaning assigned to such term in the preamble of this Agreement.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Licenses” shall mean, collectively, the Copyright Licenses, Patent Licenses, Trademark Licenses, and any other license providing for the grant by or to any Grantor of any right under any Intellectual Property.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean all patents and applications for patents of any Grantor, and any and all divisionals, revisions, reissues and continuations, continuations-in-part, extensions, and reexaminations of said patents including, without limitation, the United States patents and patent applications listed on **EXHIBIT B** annexed hereto and made a part hereof.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Patent, including, without limitation, the agreements listed on **EXHIBIT B** annexed hereto and made a part hereof.

“PRO” shall have the meaning assigned to such term in the preamble of this Agreement.

“PTO” shall mean the United States Patent and Trademark Office or any other federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on **EXHIBIT C** annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on **EXHIBIT C** annexed hereto and made a part hereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Sections 1.2 and 1.3 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for the benefit of the Secured Parties) under the Loan Agreement, as security for the prompt payment or performance, as the case may be, of all Secured Obligations, each of the Grantors hereby ratifies and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Intellectual Property;
- (b) All General Intangibles connected with the use of, or related to, any and all Intellectual Property (including, without limitation, all goodwill of each Grantor and

its business, products and services appurtenant to, associated with, or symbolized by, any and all Intellectual Property and the use thereof);

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof; and

(d) The right to sue for past, present and future infringements, misappropriations, and dilutions of any of the foregoing.

Notwithstanding anything contained herein to the contrary, in no event shall the IP Collateral include, nor the security interest granted under this Section 2 extend to, any Excluded Property.

SECTION 3. Grantors' Representations and Warranties. In addition to any representations and warranties contained in any of the other Loan Documents, each Grantor represents and warrants that:

(a) **EXHIBIT A** is a true, correct and complete list of all United States Copyrights owned by such Grantor and all material Copyright Licenses to which such Grantor is a party as of the date hereof (other than Licenses for commercially available software).

(b) **EXHIBIT B** is a true, correct and complete list of all United States Patents owned by such Grantor and all material Patent Licenses to which such Grantor is a party as of the date hereof.

(c) **EXHIBIT C** is a true, correct and complete list of all United States Trademarks owned by such Grantor and all material Trademark Licenses to which such Grantor is a party as of the date hereof.

SECTION 4. Evidence of Agent's Security Interest.

(a) Upon the acquisition by any Grantor of any additional Intellectual Property that constitutes a registration or application for registration filed with the PTO or the Copyright Office, such Grantor shall deliver to the Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement within 15 Business Days of the end of the calendar quarter in which such Intellectual Property was acquired and hereby authorizes the Agent to file, at such Grantor's expense, such updated Exhibit as set forth in **SECTION 4(b).**

(b) Subject to the limitations set forth in the Loan Agreement, each of the Grantors shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the

Agent's security interest in any Intellectual Property (including, without limitation, filings with the PTO, the Copyright Office or any similar office), and each of the Grantors hereby constitutes the Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all such acts of such attorney being hereby ratified and confirmed; provided, however, that the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

SECTION 5. Grantors' Rights To Enforce Intellectual Property. Prior to the occurrence of an Event of Default, the Grantors shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property, including the right to seek injunctions and/or money damages in an effort by the Grantors to protect the Intellectual Property against encroachment by third parties, provided, however, that:

(a) The Grantors provide the Agent with written notice of any Grantor's institution of any legal proceedings to enforce its rights in any Intellectual Property, the infringement of which could reasonably be expected to have a Material Adverse Effect.

(b) Any money damages awarded or received by the Grantors on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Upon the occurrence and during the continuance of any Event of Default, the Agent, by notice to the Grantors, may terminate or limit any Grantor's rights under this SECTION 5.

SECTION 6. Agent's Actions To Protect Intellectual Property. In the event of

(a) any Grantor's failure to observe or perform any of such Grantor's covenants, agreements or other obligations hereunder and such failure continues for fifteen (15) days after the earlier of such Grantor's knowledge of a breach of any such covenant, agreement or other obligation or such Grantor's receipt of notice from the Agent of any such breach; and/or

(b) the occurrence and continuance of any other Event of Default,

the Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in any Grantor's place and stead and/or in the Agent's own right in connection therewith.

SECTION 7. Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, until Full Payment of the Obligations, in addition to all other rights and remedies of the Agent under the Loan Agreement, the Agent may exercise all rights and remedies of a secured party under the UCC, with respect to the Intellectual Property, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract. Any person may conclusively rely upon an affidavit of an officer of the Agent that

an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

SECTION 8. Agent As Attorney-In-Fact.

(a) Each of the Grantors hereby irrevocably makes, constitutes and appoints the Agent (and all officers, employees or agents designated by the Agent) as and for such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Agent and the other Secured Parties:

(i) To supplement and amend from time to time **EXHIBITS A, B and C** of this Agreement to include any newly developed, applied for, registered, or acquired Intellectual Property of such Grantor and any intent-to-use Trademark applications for which a statement of use or an amendment to allege use has been filed and accepted by the PTO.

(ii) Following the occurrence and during the continuance of any Event of Default, to exercise any of the rights and powers referenced herein.

(iii) Following the occurrence and during the continuance of any Event of Default, to execute all such instruments, documents, and papers as the Agent reasonably determines to be necessary or desirable in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property, subject to those restrictions to which such Grantor is subject under Applicable Law and by contract.

(b) The power of attorney granted herein, being coupled with an interest, shall be irrevocable until this Agreement is terminated in writing by a duly authorized officer of the Agent.

(c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by **SECTION 8(a)**, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act, except where a court of competent jurisdiction determines by final and nonappealable judgment that the subject act or omission to act has resulted from the gross negligence or willful misconduct of the Agent.

SECTION 9. Agent's Rights. Any use by the Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and the Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

SECTION 10. Intent. This Agreement is being executed and delivered by the Grantors in connection with the Loan Agreement for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. The security interest granted pursuant to this Agreement shall not in any way limit the security interest granted to the Agent, for its own benefit and the benefit of the other Secured Parties, under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 11. Further Assurances. Subject to the limitations set forth in the Loan Agreement, each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further documents, financing statements, agreements and instruments and take all such further actions as the Agent may from time to time reasonably request to better assure, preserve, protect and perfect the security interest in the IP Collateral granted pursuant to this Agreement and the rights and remedies created hereby or the validity or priority of such security interest, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interest and the filing of any financing statements or other documents in connection herewith or therewith.

SECTION 12. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.6 of the Loan Agreement, this Agreement and the security interest granted herein and therein shall terminate when there has occurred a Full Payment of the Obligations, at which time the Agent shall execute and deliver to the Grantors, at the Grantors' expense, all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements, releases or other documents pursuant to this SECTION 12 shall be without recourse to, or warranty by, the Agent or any other Secured Party.


SECTION 13. Choice of Laws. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS AND TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[SIGNATURE PAGE FOLLOWS]


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

GRANTORS:

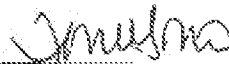
PRO CORPORATION

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

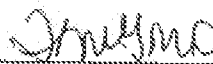
COMFORCE TECHNICAL SERVICES, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

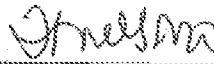
CTS GLOBAL, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

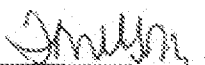
PRO UNLIMITED, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

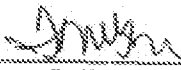
RIGHTSOURCING, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

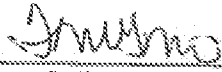
THISCO SERVICES, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

THISCO OF CANADA, INC.

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

**PRO UNLIMITED GLOBAL SOLUTIONS,
INC.**

By: 
Name: Teresa Golio
Title: Senior Vice President – Finance

AGENT:

CITIZENS BUSINESS CAPITAL, a division of
Citizens Asset Finance, Inc.

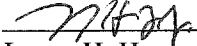
By: 
Name: James H. Herzog, Jr.
Title: Senior Vice President

EXHIBIT A

List of Copyrights, Copyright Applications and Copyright Licenses

Copyright Registrations and Applications

<u>Title</u>	<u>Country</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
If you think of payroll as a fixed expense you're probably overstaffed.	USA	PRO Corporation	TX2947454	<u>November 06,</u> <u>1990</u>

Copyright Licenses

None.

EXHIBIT B

List of Patents, Patent Applications and Patent Licenses

Patent Registrations

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None.

Patent Applications

None.

Patent Licenses

None.

List of Trademarks, Trademark Applications and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg./App. Date	Status
PRO Corporation	PrO UNLIMITED WITH DESIGN	USA	1933135	November 7, 1995	Registered
PRO Corporation	RIGHTSOURCING	USA	2538733	February 19, 2002	Registered
PRO Corporation	THISCO	USA	1505092	September 20, 1988	Registered
PRO Corporation	THISCO	CAN	TMA419336	November 5, 1993	Registered
PRO Corporation	WAND	USA	86314555	June 19, 2014	PENDING

Trademark Licenses

None.