

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323546

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SMARTLINK, LLC		11/06/2014	LIMITED LIABILITY COMPANY: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Branch Banking and Trust Company, as Agent		
<b>Street Address:</b>	200 West Second Street, 17th Floor		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	banking corp: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3487998	SMARTLINK	
<b>Registration Number:</b>	4096125	SMARTLINK	
<b>Registration Number:</b>	4111343	TURN PRO	
<b>Serial Number:</b>	86257614	SMARTLINK ENGINEERING	
<b>Serial Number:</b>	86257674	SMARTLINK STAFFING	
<b>Serial Number:</b>	86261286	SMARTLINK SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Brian Wagner		
<b>Address Line 1:</b>	4400 Easton Commons Way Suite 125		
<b>Address Line 2:</b>	4400 Easton Commons Way Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Brian Wagner		
<b>SIGNATURE:</b>	/Michael Barys TR/		
<b>DATE SIGNED:</b>	11/18/2014		
<b>Total Attachments: 9</b>			

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## COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 6<sup>th</sup> day of November, 2014, by SMARTLINK, LLC, a Maryland limited liability company (the "Assignor"), in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation, in its capacity as "Agent" (in such capacity, together with its successors and assigns, if any, the "Agent") pursuant to the Loan Agreement (as defined below) for the Secured Parties (as defined in the Loan Agreement).

### RECITALS

A. The Agent, the Assignor, certain affiliates of the Assignor and the Lenders (as defined in the Loan Agreement) have entered into a Third Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on Schedule A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on Schedule A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively herein as the "Trademarks".

C. The Loan Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Agent, for the ratable benefit of the Secured Parties, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products or services sold under any one or more of the Trademarks and under which the Agent is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement.

D. The Agent desires to have the interest of the Agent, for the ratable benefit of the Secured Parties, in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Agent, for the ratable benefit of the Secured Parties, the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Agent any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I  
ASSIGNMENT

Section 1.1     Rights Conveyed

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations:

1.1.1 With respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Secured Parties, all of the Assignor's present and future right, title and interest in and to, and grants to the Agent a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Agent, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Agent or in favor of such person as the Agent may designate, and may be the subject of such confirmatory instruments as the Agent may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Agent, for the ratable benefit of the Secured Parties, a security interest therein and Lien thereon.

ARTICLE II  
REPRESENTATIONS AND WARRANTIES

Section 2.1     Trademark Existence.

The Assignor represents and warrants to the Agent, and shall be deemed to represent and warrant to the Agent at each time an Advance is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor's knowledge:

2.1.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on Schedule A to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, the Lenders have no commitment to lend or advance any funds, and all Letters of Credit have been cancelled or have expired:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Agent's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof along with an amended Schedule A.

3.1.4 The Assignor shall, at the Agent's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, the Lenders have no commitment to lend or advance any funds, and all Letters of Credit have been cancelled or have expired.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, the Lenders have no commitment to lend or advance any funds, and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Agent, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Credit Party Expenses. The Assignor shall not abandon any Trademark without the consent of the Agent.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Agent in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Agent may do so in the Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Agent upon demand as part of the Credit Party Expenses, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Agent in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Agent's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV  
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Agent.

Section 4.2 Certain Agent Rights.

The Assignor hereby covenants and agrees that the Agent, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Agent to make, constitute and appoint any officer of Agent as the Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's

name on all applications, documents, papers and instruments in the name of the Agent or in the name of the Assignor or otherwise, for the use and benefit of the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Financing Documents and other obligations and until all of the Obligations to the Agent and the Lenders are indefeasibly satisfied in full, the Lenders have no commitment to lend or advance any funds, and all Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Letters of Credit and all commitments to lend or advance any funds, all Letters of Credit, the Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Agent or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Agent" under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

Section 5.6 Amendment and Restatement; No Novation.

This Assignment amends and restates that certain Collateral Assignment of Trademarks as Security dated as of December 31, 2012 by Assignor in favor of Branch Banking and Trust Company (as amended, restated, substituted, replaced or otherwise modified from time to time, the "Original Assignment"). The term "Assignment" used herein shall mean the Original Assignment as modified and restated in its entirety by this Assignment. The Assignor hereby ratifies and confirms all of its liabilities and obligations under the Original Assignment and agrees that the Original Assignment, as modified and restated in its entirety by this Assignment, continues in full force and effect. The Assignor agrees that this Assignment shall not be construed as an agreement to extinguish the Assignor's obligations under the Original Assignment or under any of the other Financing Documents and shall not constitute a novation as to the obligations of the Assignor under the Original Assignment or under any of the other Financing Documents. All references in the Loan Agreement to the Original Assignment or similar references shall mean the Original Assignment, as amended and restated in accordance with the provisions of this Assignment.

[Signature Appears On Following Page]

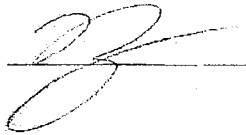



ASSIGNOR'S SIGNATURE PAGE TO  
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

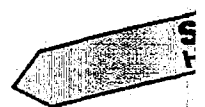
IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

SMARTLINK, LLC




By:  (SEAL)  
Name: Brendan T. Kelly  
Title: President and Chief Executive Officer



STATE OF MARYLAND, CITY/COUNTY OF Anne Arundel, TO WIT:

On this 4<sup>th</sup> day of November, before me personally appeared Brendan T. Kelly to me known and being duly sworn, deposes and says that s/he is the President and Chief Executive Officer of Smartlink, L.L.C. a Maryland limited liability company, the Assignor; that s/he signed the Assignment as President and Chief Executive Officer of such limited liability company pursuant to the authority vested in her/him by law; that the within Assignment is the voluntary act of such limited liability company; and s/he desires the same to be recorded as such.

RYAN BEARD  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY  
MARYLAND  
MY COMMISSION EXP. MAY 27, 2015

  
Notary Public

My Commission Expires: \_\_\_\_\_

SCHEDULE A TO

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

LIST OF TRADEMARKS

Country	Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date
United States of America	SMARTLINK	Registered	77/368668	10-Jan-2008	3,487,998	19-Aug-2008
United States of America	smartlink and Design	Registered	85/355495	24-June-2011	4,096,125	7-Feb-2012
United States of America	TURN PRO	Registered	85/355718	24-June-2011	4,111,343	13-March-2012
United States of America	SMARTLINK ENGINEERING	Pending	86/257614	21-April-2014	N/A	N/A
United States of America	SMARTLINK STAFFING	Pending	86/257674	21-April-2014	N/A	N/A
United States of America	SMARTLINK SERVICES	Pending	86/261286	24-April-2014	N/A	N/A

Except as set forth below, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons:

None.