

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324310

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vaco Nashville, LLC		10/03/2014	LIMITED LIABILITY COMPANY: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Suntrust Bank, as Agent		
<b>Street Address:</b>	303 Peachtree Street, N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4593748	VACO HEALTHCARE	
<b>Registration Number:</b>	3877531	VACO FREE YOURSELF.	
<b>Registration Number:</b>	3877525	FREE YOURSELF	
<b>Registration Number:</b>	3686763	VACO TECHNOLOGY	
<b>Registration Number:</b>	3683787	VACO RESOURCES	
<b>Registration Number:</b>	3683786	VACO STAFFING	
<b>Registration Number:</b>	3683785	VACO FINANCIAL	
<b>Registration Number:</b>	3595980	VACO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	410643.094		

OP \$215.00 4593748

<b>NAME OF SUBMITTER:</b>	John E. Slaughter
<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	11/25/2014
<b>Total Attachments: 5</b> source=CHAR1-#1381108-v1-Executed_Trademark_Security_Agreement#page1.tif source=CHAR1-#1381108-v1-Executed_Trademark_Security_Agreement#page2.tif source=CHAR1-#1381108-v1-Executed_Trademark_Security_Agreement#page3.tif source=CHAR1-#1381108-v1-Executed_Trademark_Security_Agreement#page4.tif source=CHAR1-#1381108-v1-Executed_Trademark_Security_Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SUNTRUST BANK ("SunTrust"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties party thereto, the Lenders from time to time party thereto and SunTrust, as Agent for the Lenders and for itself as a Lender, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

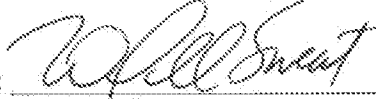
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VACO NASHVILLE, LLC, as Grantor

By: \_\_\_\_\_

Name: W. Todd Sweat

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first written above:

SUNTRUST BANK,  
as Agent

By: \_\_\_\_\_

Name:

Title:

VACO NASHVILLE, LLC  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005407 FRAME: 0856**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

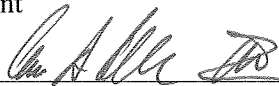
Very truly yours,

VACO HOLDINGS, LLC, as Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first written above:

SUNTRUST BANK,  
as Agent

By:  \_\_\_\_\_  
Name: Carle A. Felton III  
Title: Director

VACO HOLDINGS, LLC  
TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005407 FRAME: 0857**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

**VACO Nashville, LLC  
(Tennessee Limited Liability Company)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
VACO HEALTHCARE	4593748	08/26/14
VACO FREE YOURSELF. and Design	3877531	11/16/10
FREE YOURSELF	3877525	11/16/10
VACO TECHNOLOGY	3686763	09/22/09
VACO RESOURCES	3683787	09/15/09
VACO STAFFING	3683786	09/15/09
VACO FINANCIAL	3683785	09/15/09
VACO	3595980	03/24/09

2. TRADEMARK APPLICATIONS

None.