

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330776

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IC Compliance LLC		02/02/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
ICP Holdings, LLC		02/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
Independent Contractor Compliance Services, Inc.		02/02/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enhanced Small Business Investment Company, LP		
<b>Street Address:</b>	601 Lexington Avenue		
<b>Internal Address:</b>	55th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4303636	ICON	
<b>Registration Number:</b>	4019222	ICSIMPLIFY	
<b>Registration Number:</b>	3069426	TALENT LOCATOR	
<b>Registration Number:</b>	3789741	ICVERIFY	
<b>Registration Number:</b>	3789739	ICONNECT	
<b>Registration Number:</b>	3780563	ICPAY	
<b>Registration Number:</b>	2233595	ICON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>TRADEMARK</b>			

OP \$190.00 4303636

**Address Line 2:** One Logan Square, 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-6998

<b>ATTORNEY DOCKET NUMBER:</b>	143631-01003
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	02/02/2015

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of February 2, 2015, is made by and among ICP HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), IC COMPLIANCE LLC, a California limited liability company (“IC Compliance”) and Independent Contractor Compliance Services, Inc., a California corporation (“ICCS” and collectively with Holdings and IC Compliance, the “Debtors” and each a “Debtor”), and ENHANCED SMALL BUSINESS INVESTMENT COMPANY, LP (“Secured Party”), having a business location at the address set forth below next to its signature.

### Recitals

Debtors, as borrowers, and Secured Party, as lender, are parties to a Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the “Loan Agreement”), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Debtors.

As a condition to extending credit to or for the account of Debtors, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of each Debtor’s right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications (excluding any “intent-to-use” application), service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor’s business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor’s rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby grants Secured Party a security interest (the “Security Interest”) in the Trademarks to secure payment of the Obligations.

3. **Loan Documents.** This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by

reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademarks are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. **Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


5. **Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*Signature page follows*

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

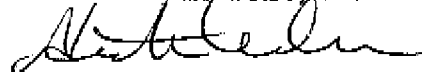
**IC COMPLIANCE LLC**

By:   
Name: Keith Corbin  
Title: Chief Financial Officer, Vice President  
and Secretary

**ICP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Jon Cheek  
Title: Vice President and Secretary

**INDEPENDENT CONTRACTOR  
COMPLIANCE SERVICES, INC.**

By:   
Name: Keith Corbin  
Title: Chief Financial Officer, Vice President  
and Secretary

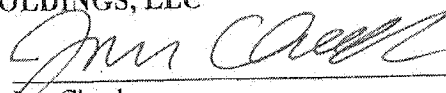
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

**IC COMPLIANCE LLC**

By: \_\_\_\_\_  
Name: Keith Corbin  
Title: Chief Financial Officer, Vice President  
and Secretary

**ICP HOLDINGS, LLC**


By:   
Name: Jon Cheek  
Title: Vice President and Secretary

**INDEPENDENT CONTRACTOR  
COMPLIANCE SERVICES, INC.**

By: \_\_\_\_\_  
Name: Keith Corbin  
Title: Chief Financial Officer, Vice President  
and Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Enhanced Small Business Investment  
Company, LP  
601 Lexington Ave, 55th Floor  
New York, NY 10022  
Attention: Barry Osherow  
Fax: (646) 829-3627  
Email: bosherow@enhancedcapital.com

**ENHANCED SMALL BUSINESS  
INVESTMENT COMPANY, LP**  
By: Enhanced Small Business Investment  
Company GP, LLC  
Its: General Partner  
By:   
Name: Barry A. Osherow  
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 005451 FRAME: 0262

**Exhibit A**

**Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Status</b>	<b>Pending Action</b>
ICON (Logo)	US Federal	85429886	4303636	19-MAR-2013	Live	Declaration of use between March 19, 2018 and March 18, 2019
ICSIMPLIFY	US Federal	85234604	4019222	30-AUG-2011	Live	Declaration of use between August 31, 2016 and August 30, 2017
TALENT LOCATOR	US Federal	78522609	3069426	14-MAR-2006	Live	Registered until March 13, 2016
ICVERIFY	US Federal	77808575	3789741	18-MAR-2010	Live	Declaration of use between May 18, 2015 and May 17, 2016
ICONNECT	US Federal	77808564	3789739	18-MAR-2010	Live	Declaration of use between May 18, 2015 and May 17, 2016
ICPAY	US Federal	77808517	3780563	27-AUG-2010	Live	Declaration of use between April 27, 2015 and April 26, 2016
ICON	US Federal	75350447	2233595	23-MAR-1999	Live	Registered until March 26, 2019
ICON INDEPENDENT CONTRACTOR SERVICES	U.S. State - Arizona		182534	15-OCT-1997	Live	Renewal due October 15,2017