

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STAFFING SOLUTIONS SOUTHWEST, INC.		02/09/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2578757	PROLOGISTIX	
Registration Number:	1950471	RESOURCEMFG	
Registration Number:	2001252	RESOURCEMFG	
Registration Number:	1816089	STAFFING SOLUTIONS	
Registration Number:	2591862	VALUE IN PARTNERING	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<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:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	CRS1-39944		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
SIGNATURE:	/pja/		
DATE SIGNED:	02/10/2015		

OP \$140.00 2578757

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)

February 9, 2015

WHEREAS, Staffing Solutions Southwest, Inc., a Georgia corporation (herein referred to as the “Grantor”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below); and

WHEREAS, Koosharem, LLC (the “Borrower”), the Grantor, the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to that certain Credit Agreement dated as of May 16, 2014 as amended by the First Amendment and First Incremental Amendment dated as of February 9, 2015 (as further amended from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 16, 2014 as supplemented by the Security Agreement Supplement dated as of February 9, 2015 (as further amended and/or supplemented from time to time, the “Security Agreement”) among the Borrower, the Grantor, the other Guarantors party thereto and Credit Suisse AG, as Collateral Agent (in such capacity, together with its successors in such capacity, the “Grantee”) for the Secured Parties referred to therein, and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations and guaranteed certain obligations of the Borrower and the other Guarantors, as applicable, and secured such guarantee by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement (or, if not defined therein, in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, in order to secure all Obligations, hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following property of such Grantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the “Trademark Collateral”): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, domain names, global top level domain names, and any other source or business identifiers protected under the laws of the United States or any State thereof or any other country or political subdivision thereof, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all registrations and

applications therefor, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those referred to in Schedule 1 hereto; and (iv) all renewals of any of the foregoing; provided, that no security interest shall be created in, and the term "Trademark Collateral" shall not include any Excluded Assets; provided, further that the foregoing security interests shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset. For the avoidance of doubt, no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Notice of Grant of Security Interest in Trademarks by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Notice of Grant of Security Interest in Trademarks.

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Grantee pursuant to this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Grantee hereunder, in each case, with respect to the Trademark Collateral are subject to the limitations and provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Notice of Grant of Security Interest in

Trademarks with respect to the Trademark Collateral, the terms of the ABL Intercreditor Agreement shall govern and control; provided the ABL Intercreditor Agreement shall not be construed, by its terms, to modify any security interest granted pursuant hereto.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

STAFFING SOLUTIONS SOUTHWEST,
INC.

By:



Name: Shawn W. Poole

Title: Treasurer

[Signature Page to Staffing Solutions Southwest, Inc. Notice of Grant of Security Interest in Trademarks-TL.]

TRADEMARK
REEL: 005457 FRAME: 0486

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

By: 

Name:

Title:

VIPUL DHADDA
AUTHORIZED SIGNATORY

By: 

Name:

Title:

WHITNEY GASTON
AUTHORIZED SIGNATORY

[Signature Page to Staffing Solutions Southwest, Inc. Notice of Grant of Security Interest in
Trademarks-TL]

TRADEMARK
REEL: 005457 FRAME: 0487

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Registration Number and Registration Date	Owner
PROLOGISTIX	USA	2,578,757 JUNE 11, 2002	Staffing Solutions Southwest, Inc.
RESOURCEMFG	USA	1,950,471 JAN 23, 1996	Staffing Solutions Southwest, Inc.
RESOURCEMFG and design	USA	2,001,252 SEP 17, 1996	Staffing Solutions Southwest, Inc.
STAFFING SOLUTIONS	USA	1,816,089 JAN 11, 1994	Staffing Solutions Southwest, Inc.
VALUE IN PARTNERING	USA	2,591,862 JULY 9, 2002	Staffing Solutions Southwest, Inc.

U.S. TRADEMARK APPLICATIONS

None