

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUTLER AMERICA, LLC		02/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
KENTON GROUP.COM, LLC		02/12/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Peachtree II, L.P., as Agent		
Street Address:	1230 Peachtree Street		
Internal Address:	Suite 1900		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3482797	BUTLER	
Registration Number:	2399635	BUTLER FLEET SERVICES	
Registration Number:	2380933	BUTLER TELECOM	
Registration Number:	3839986	BUTLER AMERICA	
Registration Number:	3844015	BUTLER AMERICA	
Registration Number:	3172217	COMPETITIVE BROADBAND EDGE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309-3521		

CH \$165.00 3482797

ATTORNEY DOCKET NUMBER:	BUTLER - 17131.015008
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	02/12/2015
Total Attachments: 7 source=Butler Patent, Trademark and Copyright Security Agreement#page1.tif source=Butler Patent, Trademark and Copyright Security Agreement#page2.tif source=Butler Patent, Trademark and Copyright Security Agreement#page3.tif source=Butler Patent, Trademark and Copyright Security Agreement#page4.tif source=Butler Patent, Trademark and Copyright Security Agreement#page5.tif source=Butler Patent, Trademark and Copyright Security Agreement#page6.tif source=Butler Patent, Trademark and Copyright Security Agreement#page7.tif	

PATENT, TRADEMARK, AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark, and Copyright Security Agreement (this "Agreement"), dated as of February 12, 2015 is entered into among each Person signatory hereto as a Grantor and listed on Schedule I hereto (each as "Grantor", and, together with any other Person that becomes a party hereto as provided herein, the "Grantors") in favor of Peachtree II, L.P., as administrative agent for itself and the other Lenders (in such capacity, "Agent"), each having a business location at the address set forth below next to its signature below.

Recitals

A. Butler America, LLC, as a borrower ("Lead Borrower"), Healthcare Staffing, Inc., as a borrower ("HSI", and together with the Lead Borrower, each a "Borrower", and together the "Borrowers"), among others, has entered into a loan arrangement dated as of the date hereof, which loan arrangement is evidenced by, among other things, that certain Senior Subordinated Loan Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") by and among Borrowers, the other "Credit Parties" as defined therein, the "Lenders" as defined therein, and Agent.

B. It is a condition precedent to the Lenders' obligation to extend credit under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to Agent for the ratable benefit of all Lenders.

ACCORDINGLY, consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to extend credit thereunder, each Grantor hereby agrees with Agent, for the ratable benefit of Lenders, as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. To the extent that any explicit term hereof is inconsistent with any explicit term of the Credit Agreement, the Credit Agreement shall control. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of each Grantor's right, title and interest in and to all copyrightable works and all copyrights of such Grantor and licenses thereunder, whether presently existing or hereafter arising, including but not limited to the registered copyrights, applications to register copyrights, and unregistered works (if any) listed on Exhibit A.

"Patents" means all of each Grantor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit B.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Grantor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit C.

2. Security Interest. Each Grantor hereby irrevocably pledges and assigns to, and grants to, Agent a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Copyrights, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Guarantee and Collateral Agreement (as defined in the Credit Agreement), the Security Interest is coupled with a security interest in substantially all of the personal property of the Grantor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Guarantee and Collateral Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the Security Interests made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, including, without limitation, all representations, warranties and covenants with respect to Copyrights, Patents and Trademarks.

4. Termination. This Agreement shall terminate and the Lien on the Security Interests shall be released upon the payment and performance in full of the Obligations (other than any outstanding indemnification obligations) pursuant to the terms of the Credit Agreement. Upon the termination of this Agreement, Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and Security Interests granted herein.


5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

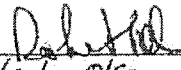
[Signature Page Follows]

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

BUTLER AMERICA, LLC

By: 
Name: Robert Olson
Title: CEO

KENTON GROUP.COM, LLC

By: 
Name: Robert Olson
Title: CFO

PEACHTREE II, L.P., as Administrative Agent and as
a Lender

By: Peachtree II Management, LLC, its General
Partner

By: 

Name: David Christopher
Title: Partner

[Signature Page to Copyright, Patent and Trademark Security Agreement]

EXHIBIT A

NONE

EXHIBIT B

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
--------------	----------------------	-------------------

NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
--------------	----------------------	--------------------

NONE

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
--------------	----------------	----------------------	-------------------

NONE

UNITED STATES PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>
--------------	----------------------	--------------------

NONE

EXHIBIT C

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Country	Trademark	Reg. Date	Reg. No	Record Owner	Status
U.S.	BUTLER	12-AUG-2008	3482797	Butler America, LLC	Registered
U.S.	BUTLER FLEET SERVICES	31-OCT-2000	2399635	Butler America, LLC	Registered
U.S.	BUTLER TELECOM	29-AUG-2000	2380933	Butler America, LLC	Registered
U.S.	MINDPOWER	09-DEC-1997	2119897	Butler America, LLC	To be Abandoned
U.S.	BUTLER INTERNATIONAL, INC.	15-JUL-1997	2078380	Butler America, LLC	To be Abandoned
U.S.	MINDPOWER FOR A CHANGING WORLD	15-JUL-1997	2078381	Butler America, LLC	To be Abandoned
U.S.	BUTLER AMERICA	31-AUG-2010	3839986	Butler America, LLC	Registered
U.S.	BUTLER AMERICA DESIGN	07-S EP-2010	3844015	Butler America, LLC	Registered
U.S.	COMPETITIVE BROADBAND EDGE	3-MAR-2009	3172217	Kenton Group.Com, LLC	Registered

Abandoned Trademark Registrations

Country	Trademark	Exp. Date	Reg. No	Record Owner	Status
U.S.	Miscellaneous Design (Cubes)	16-JAN-2011	2421317	Butler America, LLC	Abandoned
U.S.	BUTLER TECHNICAL GROUP	26-DEC-2010	2415378	Butler America, LLC	Abandoned
U.S.	BUTLER TECHNOLOGY SOLUTIONS	08-AUG-2010	2374863	Butler America, LLC	Abandoned
U.S.	BUTLER SERVICE GROUP	15-AUG-2010	2377125	Butler America, LLC	Abandoned

Registered Domain Names

Domain Name	Expiration Date	Registrant*
butlerteam.com	5-May-11	Butler America, LLC
butler.com	6-May-11	Butler America, LLC
butlertelecom.net	8-May-11	Butler America, LLC
butlerfleet.com	20-Jun-11	Butler America, LLC
butlerdirect.com	22-Jun-11	Butler America, LLC
butlerservicegroup.com	14-Aug-11	Butler America, LLC
prettypenny.net	2-Nov-11	Butler America, LLC

Trade Names

Butler	Butler America, Inc.
Butler Telecom	Butler America TCS, Inc.
Butler Fleet Services	Butler America
Butler America Staffing, LLC	Butler America, LLC