

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUCAS ASSOCIATES, INC.		05/18/2015	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square		
Internal Address:	MD 10908F -- ATTN: Brooke A. Balcom, Vice President		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86484896	LUCAS GROUP	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<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:	202-467-8800		
Email:	jspiantanida@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@Vorys		
Address Line 2:	Attn: Tanya Marie Curcio		
Address Line 4:	Columbus, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	005252-1006/1707/1AMDTSA		
NAME OF SUBMITTER:	Julie S. Piantanida		
SIGNATURE:	/julie piantanida/		
DATE SIGNED:	05/26/2015		
Total Attachments: 6			
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**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of May 18, 2015 (the "Effective Date") by and between **LUCAS ASSOCIATES, INC.**, a Georgia corporation ("Debtor"), whose principal place of business and mailing address is One Atlanta Plaza, 950 East Paces Ferry Road, Atlanta, Georgia 30326 ("Debtor"), and **FIFTH THIRD BANK**, as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below) ("Agent"), and is as follows:

Preliminary Statements

A. Debtor and Agent are parties to that certain Credit Agreement dated as of September 30, 2013 (the "Existing Credit Agreement"). In connection with the Existing Credit Agreement, Debtor and Agent entered into a Trademark Security Agreement dated as of September 30, 2013 (the "Trademark Security Agreement"), which agreement was recorded on October 7, 2013 in the United States Patent and Trademark Office against various Trademarks, commencing at Reel No. 5126, Frame No. 0667.

B. LAI Holdings II, Inc., a Delaware corporation, Debtor, and Lucas Associates Temps, Inc., a Georgia corporation, as Borrowers, the Lenders party thereto and Agent have amended the Existing Credit Agreement by entering into that certain First Amendment to Credit Agreement (the "First Amendment") dated as of March 31, 2015 (as amended, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement or in the Credit Agreement, as applicable.

C. In connection with the First Amendment, Debtor notified Agent that Debtor has obtained an ownership interest in new Trademarks registered, or applications pending, with the United States Patent and Trademark Office.

D. Section 6(b) of the Trademark Security Agreement provides that, upon such notice from Debtor to Agent, Debtor and Agent shall modify the Trademark Security Agreement to expressly include such Trademarks as part of the Trademark Collateral.

E. Now, in order to satisfy the covenant set forth in the Trademark Security Agreement, Debtor and Agent hereby amend the Trademark Security Agreement all on the terms, and subject to the conditions, of this Amendment.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

1. Amendments to Trademark Security Agreement. Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the Trademark Collateral for all purposes of the Loan Documents.

2. Default. The occurrence and continuance of any default by Debtor in the performance of its obligations under this Amendment for a period of thirty (30) days without remedy after the earlier of such breach or notice thereof from Agent shall constitute an Event of Default (as defined in the Credit Agreement).

3. Continuing Effect of Trademark Security Agreement; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Debtor hereby expressly intends that this Amendment shall not in any manner replace, impair, adversely affect, or extinguish the creation, attachment, perfection or priority of the security interest on the Trademark Collateral granted pursuant to the Trademark Security Agreement. Without limiting the generality of the foregoing, Debtor (a) ratifies and reaffirms any and all grants of Liens to Agent, for the benefit of the Secured Creditors, on the Trademark Collateral (including, without limitation, the Trademarks set forth on the Supplement to Schedule I attached hereto) as security for the Secured Obligations, and (b) acknowledges and confirms that the grants of the Liens to Agent, for the benefit of the Secured Creditors, on the Trademark Collateral: (i) represent continuing Liens on all of the Trademark Collateral, (ii) secure all of the Secured Obligations, and (iii) represent valid, first priority Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. One Agreement; References; Fax Signature. The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. All references in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. Captions. The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

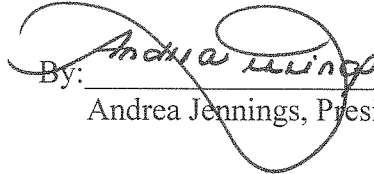
6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to conflicts of law principles that would result in the application of laws of a State other than the State of Ohio).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

LUCAS ASSOCIATES, INC.

By:  _____
Andrea Jennings, President

FIFTH THIRD BANK, as Agent

By: _____
Brooke A. Balcom, Vice President

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

LUCAS ASSOCIATES, INC.

By: _____
Andrea Jennings, President

FIFTH THIRD BANK, as Agent

By: Brooke A. Balcom
Brooke A. Balcom, Vice President

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005523 FRAME: 0577

SUPPLEMENT TO SCHEDULE I

TRADEMARKS AND LICENSES

Registered/Pending Trademarks

Mark/Name/SN/RN	Owner	Status
Lucas Group (& Design) RN: 4115994	Lucas Associates, Inc.	Registered – EU
Lucas Group	Lucas Associates, Inc.	Unfiled – Canada
LUCAS GROUP (Stylized) LUCASGROUP SN:86-48496	Lucas Associates, Inc.	Pending (Filed December 18, 2014)