

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM350614

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Express Franchise Services, L.P.		08/05/2015	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000 W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3867110	REFRESH LEADERSHIP	
Registration Number:	3864180	MOVIN' ON UP	
Registration Number:	3867112	JOB GENIUS	
Registration Number:	3944189	EXPRESS HOME HELP	
Registration Number:	4101825	EXPRESS EVENT PROFESSIONALS	
Registration Number:	3912311	LEADERSHIP INSTINCT	
Registration Number:	3833209	CONTRACT SOLUTIONS. PROFESSIONAL SEARCH.	
Registration Number:	4475268	X	
Registration Number:	4484578	EXPRESS EVENT CENTER	
Registration Number:	4484577	EXPRESS EVENT CENTER	
Registration Number:	1465780	EXPRESS PERSONNEL SERVICE	
Registration Number:	1938992	AMERICA'S EMPLOYER	
Registration Number:	1647022	EXPRESS	
Registration Number:	2124198	EXPRESS HUMAN RESOURCES	
Registration Number:	1946030	EXPRESS STAFFING SERVICES	
Registration Number:	1473438	EXPRESS TEMPORARY SERVICES	
Registration Number:	2964433	I GOT A JOB	
Registration Number:	2530726	EXPRESS PROFESSIONAL STAFFING	
Registration Number:	4097185	YOUR ENDANGERED BUSINESS	
TRADEMARK			

OP \$890.00 3867110

Property Type	Number	Word Mark
Registration Number:	4090566	EXPRESS TRAVEL SERVICE
Registration Number:	2908595	SIMPLIFY YOUR SEARCH
Registration Number:	3283142	EXPRESS
Registration Number:	3513595	RESPECTING PEOPLE, IMPACTING BUSINESS
Registration Number:	3521806	EXPRESS EMPLOYMENT PROFESSIONALS
Registration Number:	3890464	EXPRESS EMPLOYMENT PROFESSIONALS
Registration Number:	3886624	EXPRESS
Registration Number:	3517960	X
Registration Number:	3817597	EXPRESS SPECIALIZED RECRUITING GROUP
Registration Number:	3817596	EXPRESS EMPLOYMENT PROFESSIONALS SPECIAL
Serial Number:	77880050	SPECIALIZED RECRUITING GROUP
Serial Number:	86416535	JOB GENIUS
Registration Number:	4744487	GLOBAL ALLIANCE
Registration Number:	4679641	EXPRESS HEALTHCARE PROFESSIONALS
Serial Number:	86069739	EXPRESS HEALTHCARE STAFFING
Serial Number:	86069728	EXPRESS HEALTHCARE SERVICES

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Joanna McCall

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F157455
NAME OF SUBMITTER:	Teresa L. McNally
SIGNATURE:	/Teresa L. McNally/
DATE SIGNED:	08/06/2015

Total Attachments: 10

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of August, 2015, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 5, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **EXPRESS SERVICES, INC.**, a Colorado corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantors and Agent previously entered into that certain Trademark Security Agreement, dated as of April 22, 2002 (as amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Trademark Security Agreement"), pursuant to which Grantors granted, assigned and pledged to Agent a continuing security interest in all of the Grantors' Trademark Collateral (as defined therein);

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of August 5, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and each Grantor hereby agrees that the Existing Trademark Security Agreement is hereby amended and restated as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security

interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed

counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. EFFECT OF AMENDMENT AND RESTATEMENT. Upon the effectiveness hereof, this Trademark Security Agreement amends and restates in its entirety as of the date hereof the Existing Trademark Security Agreement. The execution and delivery of this Trademark Security Agreement and the consummation of the transactions contemplated hereby are not intended by the parties to be, and shall not constitute, a novation or an accord and satisfaction of any of the obligations owing to Agent under the Existing Trademark Security Agreement or any other Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EXPRESS FRANCHISE SERVICES, L.P., a
Texas limited partnership

By: Express Holdings, Inc. IV, its General
Partner

By: 

Name: W. Anthony Bostwick
Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE,
LLC**, a Delaware limited liability company

By: Kristy S. Loucks
Name: Kristy S. Loucks
Title: SVP

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005594 FRAME: 0741

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

[See attached.]

Express Franchise Services, L.P.
U.S. Trademark Registrations

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
1. Refresh Leadership	Registered	77962336	3/18/10	3867110	10/26/10	10/26/16	10/26/20
2. Movin' On Up	Registered	77962406	3/18/10	3864180	10/19/10	10/19/16	10/19/20
3. Job Genius	Registered	77962406	3/18/10	3867112	10/26/10	10/26/16	10/26/20
4. Express Home Help (Stylized X)	Registered	85107461	8/13/10	3944189	4/12/11	4/12/17	4/12/21
5. Express Event Professionals and Design	Registered	85348559	6/16/11	4101825	2/21/12	2/21/18	2/21/22
6. Leadership Instinct	Registered	77956578	3/11/10	3912311	1/25/11	1/25/17	1/25/21
7. Contract Solutions. Professional Search.	Registered	77956704	3/11/10	3833209	8/10/10	8/10/16	8/10/20
8. Stylized "X"	Registered	85973314	6/28/13	4475268	1/28/14	1/28/20	1/28/24
9. Express Event Center	Registered	85973289	6/28/13	4484578	2/18/14	2/18/20	2/18/24
10. Express Event Center (Stylized X)	Registered	85973266	6/28/13	4484577	2/18/14	2/18/20	2/18/24
11. Express Personnel Services & Design (Running Man)	Registered	73636842	12/22/86	1465780	11/17/87	N/A	11/17/17
12. America's Employer	Registered	74451054	10/26/93	1938992	11/28/95	N/A	11/28/25

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Express Franchise Services, L.P.
U.S. Trademark Registrations

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
13. Express	Registered	74062187	5/24/90	1647022	6/04/91	N/A	6/04/21
14. Express Human Resources & Design (Running Man)	Registered	75010109	10/23/95	2124198	12/23/97	N/A	12/23/17
15. Express Staffing Services & Design (Running Man)	Registered	74461168	11/22/93	1946030	1/02/96	N/A	1/02/16
16. Express Temporary Services & Design (Running Man)	Registered	73636512	12/22/86	1473438	1/19/88	N/A	1/19/18
17. I Got A Job	Registered	76020630	4/04/00	2964433	7/05/05	N/A	7/05/25
18. Express Professional Staffing	Registered	76040636	5/04/00	2530726	1/15/02	N/A	1/15/22
19. Your Endangered Business	Registered	85280341	3/29/11	4097185	2/7/12	2/07/18	2/07/22
20. Express Travel (Stylized X)	Registered	85338556	6/06/11	4090566	1/24/12	1/24/18	1/24/22
21. Simplify Your Search	Registered	78316651	10/21/03	2908595	12/07/04	N/A	12/07/24

Express Franchise Services, L.P.
U.S. Trademark Registrations

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
22. Express	Registered	78972706	9/12/06	3283142	8/21/07	N/A	8/21/17
23. Respecting People, Impacting Business	Registered	77217185	6/27/07	3513595	10/07/08	N/A	10/07/18
24. Express Employment Professionals	Registered	77220483	7/02/07	3521806	10/21/08	N/A	10/21/18
25. Express Employment Professionals (Stylized X)	Registered	77236111	7/23/07	3890464	12/14/10	12/14/16	12/14/20
26. Express (Stylized X)	Registered	77261991	8/22/07	3886624	12/07/10	12/07/16	12/07/20
27. Stylized "X"	Registered	77353548	12/17/07	3517960	10/14/08	N/A	10/14/18
28. Express Specialized Recruiting Group (Stylized X)	Registered	77880103	11/24/09	3817597	7/13/10	7/13/16	7/13/20
29. Express Employment Professionals Specialized Recruiting Group (Stylized X)	Registered	77880085	11/24/09	3817596	7/13/10	7/13/16	7/13/20
30. Specialized Recruiting Group	Registered	77880050	11/24/09	3817596	7/4/27/10	4/27/16	4/27/20
31. Job Genius	Pending	86416535	10/07/14				

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Express Franchise Services, L.P.
U.S. Trademark Registrations

Trademark	Status	Application Number	Filing Date	Registration Number	Registration Date	6-Year Affidavit Date	Renewal Date
32. Global Alliance	Registered	86100949	10/24/13	4744487	5/26/15	5/26/21	5/26/25
33. Express Healthcare Professionals	Registered	86069750	9/19/13	4679641	1/27/15	1/27/21	1/27/25
34. Express Healthcare Staffing	Pending	86069739	9/19/13				
35. Express Healthcare Services	Pending	86069728	9/19/13				

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