

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352231

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BG Staffing, Inc. | | 08/21/2015 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Texas Capital Bank, as Administrative Agent | | |
| Street Address: | 2000 McKinney Avenue, Suite 700 | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75201 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3934652 | TRIANCE | |
| Registration Number: | 4038738 | TRIANCE | |
| Registration Number: | 3930355 | INSTAFF | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2147455390 | | |
| <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: | 214.745.5370 | | |
| Email: | jmuennink@winstead.com | | |
| Correspondent Name: | Jan Muennink c/o Winstead PC | | |
| Address Line 1: | P.O. Box 131851 | | |
| Address Line 4: | Dallas, TEXAS 75313 | | |
| ATTORNEY DOCKET NUMBER: | 13278-326 | | |
| NAME OF SUBMITTER: | Jan Muennink | | |
| SIGNATURE: | /Jan Muennink/ | | |
| DATE SIGNED: | 08/21/2015 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of August 21, 2015, is made by BG Staffing, Inc., a Delaware corporation ("*Debtor*"), and Texas Capital Bank, National Association, as Administrative Agent ("*Secured Party*"), for each of the Secured Creditors.

Background.

Secured Party, Debtor and the Lenders party thereto have entered into the Credit Agreement dated as of August 21, 2015 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the "*Credit Agreement*").

In connection with the Credit Agreement, Debtor, each other Grantor and Secured Party have executed and delivered the Security Agreement dated as of August 21, 2015 (such agreement, together with all amendments and restatements thereto, the "*Security Agreement*").

Pursuant to the Credit Agreement and the Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Debtor has duly authorized the execution, delivery and performance of this Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Creditors to (a) make Credit Extensions under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Bank Product Agreements, Debtor hereby agrees with Secured Party, for its benefit and the benefit of other Secured Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, Debtor hereby assigns to, and pledges and grants to Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of Debtor in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(a) All Trademarks referred to in Schedule 1 attached hereto;

(b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

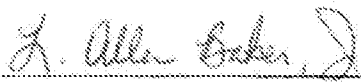
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BG STAFFING, INC.

By: 
L. Allen Baker, Jr.
President and Chief Executive Officer

SECURED PARTY:

TEXAS CAPITAL BANK, National Association,
as Administrative Agent, as Secured Party


By: 

Print Name: Richard L. Rogers

Print Title: EVP

SCHEDULE 1
to Trademark Security Agreement

Trademarks Registration

| Mark | Serial No. Filing Date | Reg. No. Reg. Date | Status |
|---|---------------------------|----------------------------|------------|
| TRIANCE | 76701303 Jan. 21, 2010 | 3,934,652 Mar. 22, 2011 | Registered |
| TRIANCE & Design  | 76703844 Jul. 20, 2010 | 4,038,738 Oct. 11, 2011 | Registered |
| INSTAFF | 76703842 Jul. 20, 2010 | 3,930,355 Mar. 15, 2011 | Registered |