

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BG PERSONNEL, LP		08/21/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	PATRIOT CAPITAL III SBIC, L.P.		
Street Address:	509 EXETER STREET, SUITE 210		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2189451	BG PERSONNEL SERVICES	
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>			
Email:	michael.barys@thomsonreuters.com		
Correspondent Name:	Brian Wagner		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Brian Wagner		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	08/27/2015		
Total Attachments: 7			
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OP \$40.00 2189451

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BG PERSONNEL, LP

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: TEXAS
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) AUGUST 21, 2015

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PATRIOT CAPITAL III SBIC, L.P.

Street Address: 509 EXETER STREET, SUITE 210

City: BALTIMORE

State: MD

Country: USA Zip: 21202

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship DELAWARE
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

2,189,451

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Brian Wagner

Internal Address: _____

Street Address: CT Lien Solutions

4400 Easton Commons Way

City: Columbus

State: Ohio Zip: 43219

Phone Number: 614-280-3294

Docket Number: _____

Email Address: brian.wagner@wolterskluwer.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

**ATTACHMENT PAGE TO RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

2. Additional name and address:

NONE

4. Schedule of Registration numbers and identification or description of the Trademark:

TRADEMARKS

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
BG PERSONNEL SERVICES	75351490 Sep. 04, 1997	2189451 Sep. 15, 1998	Registered

THE OBLIGATIONS HEREUNDER ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS AMENDED, MODIFIED, RESTATED, REPLACED, EXTENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 21, 2015 AMONG TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, PATRIOT CAPITAL III SBIC, L.P., PATRIOT CAPITAL III, L.P., BG STAFFING, INC., BG PERSONNEL, LP, BG STAFFING, LLC, B G STAFF SERVICES INC., AND BG FINANCE AND ACCOUNTING, INC., TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED TO TEXAS CAPITAL BANK, NATIONAL ASSOCIATION WITH RESPECT TO THE SENIOR INDEBTEDNESS (AS THAT TERM IS DEFINED IN THE INTERCREDITOR AGREEMENT), AND EACH HOLDER HEREOF, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of August 21, 2015, is made by BG Personnel, LP, a Texas limited partnership ("*Debtor*"), and Patriot Capital III SBIC, L.P., a Delaware limited partnership, as Administrative Agent ("*Secured Party*"), for each of the Secured Creditors.

Background.

Secured Party, BG Staffing, Inc., a Delaware corporation, and the Lenders party thereto have entered into the Senior Subordinated 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 make the Loans under the Credit Agreement, 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 PERSONNEL, LP

By: BG Staffing, LLC, its General Partner

By: BG Staffing, Inc., its Sole Member

By: L. Allen Baker, Jr.

Name: L. Allen Baker, Jr.

Title: President and Chief Executive Officer

SECURED PARTY:

PATRIOT CAPITAL III SBIC, L.P., as
Administrative Agent, as Secured Party

By: Patriot Partners III SBIC, LLC
its General Partner

By: 

Print Name: Chris M. Royston
Print Title: Managing Member

SCHEDULE 1
to Trademark Security Agreement

Trademarks Registration

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
BG PERSONNEL SERVICES	75351490 Sep. 04, 1997	2189451 Sep. 15, 1998	Registered

Schedule 1 to Trademark Security Agreement (BG Personnel, LP)