TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367873

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EB IP Holdings LLC		12/18/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	3283052	
Registration Number:	3096831	
Registration Number:	1672759	ABLEST
Registration Number:	4512906	CANDID8
Registration Number:	3858262	CPUTILITY
Registration Number:	3776883	CU THERE
Registration Number:	3776882	CU THERE
Registration Number:	3723721	DEVELOP YOUR C.O.R.E. WORKFORCE
Registration Number:	2002401	EDGE
Registration Number:	1660054	HIRE INTELLIGENCE
Registration Number:	3528477	HIREPAY
Registration Number:	2029804	HPT
Registration Number:	2007936	INTELLIGENT STAFFING
Registration Number:	3933107	ISEARCH
Registration Number:	3947069	ISTATEMENT
Registration Number:	3061073	MANAGER MATCH
Registration Number:	2879681	MEGABLAST
Registration Number:	2357309	ON-LOCATION & ESSENTIAL
Registration Number:	3381117	PROVIDING ESSENTIAL PEOPLE

CH $1665.00 3283052

Property Type	Number	Word Mark
Registration Number:	4700939	REFQUEST
Registration Number:	1357133	REMEDY
Registration Number:	3037996	REMEDY KNOWLEDGE BANK
Registration Number:	2235965	REMEDY TECHNICAL
Registration Number:	1363675	REMEDY TEMPORARY SERVICES
Registration Number:	1364854	REMEDYTEMP
Registration Number:	2520583	REMX
Registration Number:	3080863	REMX VERIFY
Registration Number:	3850929	REQUISTAFF
Registration Number:	3791142	REQUISTAFF
Registration Number:	4671911	RESDIN
Registration Number:	3677456	SELECT FOCUS
Registration Number:	4671904	SELECT STAFFING
Registration Number:	3539049	SELECT STAFFING
Registration Number:	3889989	SELECT TRUCKERS PLUS
Registration Number:	3374299	SELECTREMEDY
Registration Number:	4801416	SNAP SHOT SURVEY NOTING ASSOCIATE PERFOR
Registration Number:	3835870	STAFFPOD
Registration Number:	2763783	TALENT TRAK
Registration Number:	2200417	TANDEM
Registration Number:	4429575	TEAMLINK
Registration Number:	4671251	THE SELECT FAMILY OF STAFFING COMPANIES
Registration Number:	2878383	TIME TRAK
Registration Number:	3737650	TRADEFORCE BY SELECT STAFFING
Registration Number:	4197415	TYMENTRY
Registration Number:	3714323	TYMETRICS
Registration Number:	4671910	VAUGHAN CONSULTING GROUP
Registration Number:	3244549	WE GET PEOPLE
Registration Number:	3493655	ZIPLINE
Registration Number:	1855940	WESTAFF
Registration Number:	2094123	ACCOUNTINGSOLUTIONS
Registration Number:	1985401	GUESTFIRST
Registration Number:	2151346	MEDICALSOLUTIONS
Registration Number:	1984631	
Registration Number:	2001255	
Registration Number:	2128258	
Registration Number:	2062248	PRODRIVERS
Registration Number:	1966983	PROFITPARTNERS

Property Type	Number	Word Mark
Registration Number:	1970221	PROFITPARTNERS
Registration Number:	2002862	PROTRONICS
Registration Number:	2001254	PROTRONICS
Registration Number:	1950471	RESOURCEMFG
Registration Number:	2001252	RESOURCEMFG
Registration Number:	1816089	STAFFING SOLUTIONS
Registration Number:	2185248	STAFFINGRESOURCES, INC.
Registration Number:	2463037	TELESOURCE
Registration Number:	2591862	VALUE IN PARTNERING

CORRESPONDENCE DATA

Fax Number: 2128225096

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.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	42036.00000
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	01/04/2016

Total Attachments: 9

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations,
Trademark Applications and Trademark Licenses)

December 18, 2015

WHEREAS, EB IP Holdings LLC, a Delaware limited liability company (herein referred to as the "Grantor") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below); and

WHEREAS, EmployBridge, LLC (formerly known as Koosharem, LLC) (the "Borrower"), the Grantor, the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as administrative agent and Collateral Agent, are parties to that certain Credit Agreement dated as of May 16, 2014 as amended by the First Amendment and First Incremental Amendment dated as of February 9, 2015 (as further amended and/or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of May 16, 2014 as supplemented by the Security Agreement Supplement dated as of December 22, 2014, the Security Agreement Supplement dated as of February 9, 2015 and the Security Agreement Supplement No. 2 dated as of December 18, 2015 (as further amended and/or supplemented from time to time, the "Security Agreement") among the Borrower, the Grantor, the other Guarantors party thereto and Credit Suisse AG, as Collateral Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the Secured Parties referred to therein, and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations and guaranteed certain obligations of the Borrower and the other Guarantors, as applicable, and secured such guarantee by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement (or, if not defined therein, in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, in order to secure all Obligations, hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor's right, title and interest in, to and under all of the following property of such Grantor, as the case may be, whether now owned or existing or hereafter acquired or arising and regardless of where located (collectively, the "Trademark Collateral"): (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, domain names, global top level domain names, and any other source or business identifiers protected under the laws of the United States or any State

thereof or any other country or political subdivision thereof, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all registrations and applications therefor, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those referred to in Schedule 1 hereto; and (iv) all renewals of any of the foregoing; provided, that no security interest shall be created in, and the term "Trademark Collateral" shall not include any Excluded Assets; provided, further that the foregoing security interests shall immediately attach to, and the Trademark Collateral shall immediately include, any such asset (or portion thereof) upon such asset (or such portion) ceasing to be an Excluded Asset. For the avoidance of doubt, no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Trademarks may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Notice of Grant of Security Interest in Trademarks by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Notice of Grant of Security Interest in Trademarks.

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Grantee pursuant to this Notice of Grant of Security Interest in Trademarks and the exercise of any right or remedy by the Grantee hereunder, in each case, with respect to the Trademark Collateral are subject to the limitations and provisions of the

ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and the terms of this Notice of Grant of Security Interest in Trademarks with respect to the Trademark Collateral, the terms of the ABL Intercreditor Agreement shall govern and control; provided the ABL Intercreditor Agreement shall not be construed, by its terms, to modify any security interest granted pursuant hereto.

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IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

EB IP HOLDINGS LLC

By: Paul Galleberg

Name: Paul Galleberg
Title: Secretary

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____

Name: MIKHAIL FAYBUSOVICH
Title: AUTHORIZED SIGNATORY

By: _____

Name: Gregory Fantoni
Title: Authorized Signatory

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Registration Number and Registration Date	Owner
	USA	Reg. No.: 3283052 Reg. Date: 08/21/07	EB IP Holdings LLC
	USA	Reg. No.: 3096831 Reg. Date: 05/23/06	EB IP Holdings LLC
ABLEST	USA	Reg. No.: 1672759 Reg. Date: 01/21/92	EB IP Holdings LLC
CANDID8	USA	Reg. No.:4512906 Reg. Date:02/03/14	EB IP Holdings LLC
CPUTILITY	USA	Reg. No.: 3858262 Reg. Date:10/05/10	EB IP Holdings LLC
CU THERE	USA	Reg. No.: 3776883 Reg. Date: 04/20/10	EB IP Holdings LLC
CU THERE	USA	Reg. No.:3776882 Reg. Date: 04/20/10	EB IP Holdings LLC
DEVELOP YOUR C.O.R.E. WORKFORCE	USA	Reg. No.: 3723721 Reg. Date: 12/08/09	EB IP Holdings LLC
EDGE	USA	Reg. No.: 2002401 Reg. Date: 09/24/96	EB IP Holdings LLC
HIRE INTELLIGENCE	USA	Reg. No.: 1660054 Reg. Date: 10/08/91	EB IP Holdings LLC
HIREPAY	USA	Reg. No.: 3528477 Reg. Date: 11/04/08	EB IP Holdings LLC
HPT	USA	Reg. No.: 2029804 Reg. Date: 01/14/97	EB IP Holdings LLC
INTELLIGENT STAFFING	USA	Reg. No.: 2007936 Reg. Date: 10/15/96	EB IP Holdings LLC
ISEARCH	USA	Reg. No.: 3933107 Reg. Date: 03/15/11	EB IP Holdings LLC
ISTATEMENT	USA	Reg. No.: 3947069 Reg. Date:04/19/11	EB IP Holdings LLC
MANAGER MATCH	USA	Reg. No.: 3061073	EB IP Holdings LLC

Mark	Country	Registration Number and Registration Date	Owner
		Reg. Date: 02/21/06	
MEGABLAST	USA	Reg. No.: 2879681 Reg. Date:08/31/04	EB IP Holdings LLC
ON-LOCATION & ESSENTIAL	USA	Reg. No.: 2357309 Reg. Date: 06/13/00	EB IP Holdings LLC
PROVIDING ESSENTIAL PEOPLE	USA	Reg. No.: 3381117 Reg. Date: 02/12/08	EB IP Holdings LLC
REFQUEST	USA	Reg. No.: 4700939 Reg. Date: 03/10/15	EB IP Holdings LLC
REMEDY	USA	Reg. No.: 1357133 Reg. Date: 08/27/91	EB IP Holdings LLC
REMEDY KNOWLEDGE BANK	USA	Reg. No.: 3037996 Reg. Date: 01/03/06	EB IP Holdings LLC
REMEDY TECHNICAL	USA	Reg. No.: 2235965 Reg. Date: 03/30/99	EB IP Holdings LLC
REMEDY TEMPORARY SERVICES	USA	Reg. No.: 1363675 Reg. Date: 10/01/85	EB IP Holdings LLC
REMEDYTEMP	USA	Reg. No.: 1364854 Reg. Date: 10/08/85	EB IP Holdings LLC
REMX	USA	Reg. No.: 2520583 Reg. Date: 12/18/01	EB IP Holdings LLC
REMX VERIFY	USA	Reg. No.: 3080863 Reg. Date: 09/20/05	EB IP Holdings LLC
REQUISTAFF	USA	Reg. No.: 3850929 Reg. Date: 09/21/10	EB IP Holdings LLC
REQUISTAFF	USA	Reg. No.: 3791142 Reg. Date: 05/18/10	EB IP Holdings LLC
RESDIN	USA	Reg. No.:4671911 Reg. Date: 01/13/15	EB IP Holdings LLC
SELECT FOCUS	USA	Reg. No.:3677456 Reg. Date: 09/01/09	EB IP Holdings LLC
SELECT STAFFING	USA	Reg. No.:4671904 Reg. Date:01/13/15	EB IP Holdings LLC
SELECT STAFFING	USA	Reg. No.: 3539049 Reg. Date: 11/25/08	EB IP Holdings LLC
SELECT TRUCKERS PLUS	USA	Reg. No.:3889989 Reg. Date: 12/14/10	EB IP Holdings LLC
SELECTREMEDY	USA	Reg. No.: 3374299 Reg. Date: 01/22/08	EB IP Holdings LLC
SNAP SHOT SURVEY NOTING ASSOCIATE PERFORMANCE	USA	Reg. No.:4801416 Reg. Date: 08/25/15	EB IP Holdings LLC
STAFFPOD	USA	Reg. No.: 3835870 Reg. Date: 08/17/10	EB IP Holdings LLC
TALENT TRAK	USA	Reg. No.: 2763783	EB IP Holdings LLC

Mark	Country	Registration Number and Registration Date	Owner
		Reg. Date: 09/16/03	
TANDEM	USA	Reg. No.: 2200417 Reg. Date: 10/27/98	EB IP Holdings LLC
TEAMLINK	USA	Reg. No.:4429575 Reg. Date: 11/5/13	EB IP Holdings LLC
THE SELECT FAMILY OF STAFFING COMPANIES	USA	Reg. No.:4671251 Reg. Date:01/13/15	EB IP Holdings LLC
TIME TRAK	USA	Reg. No.: 2878383 Reg. Date: 08/03/04	EB IP Holdings LLC
TRADEFORCE BY SELECT STAFFING	USA	Reg. No.: 3737650 Reg. Date: 01/12/10	EB IP Holdings LLC
TYMENTRY	USA	Reg. No.: 4197415 Reg. Date:08/28/12	EB IP Holdings LLC
TYMETRICS	USA	Reg. No.: 3714323 Reg. Date: 11/24/09	EB IP Holdings LLC
VAUGHAN CONSULTING GROUP	USA	Reg. No.: 4671910 Reg. Date: 01/13/15	EB IP Holdings LLC
WE GET PEOPLE	USA	Reg. No.:3244549 Reg. Date: 05/22/07	EB IP Holdings LLC
ZIPLINE	USA	Reg. No.: 3493655 Reg. Date: 08/26/08	EB IP Holdings LLC
WESTAFF	USA	Reg. No: 1855940 Reg. Date: 09/27/94	EB IP Holdings LLC
ACCOUNTING SOLUTIONS AND DESIGN	USA	Reg. No.: 2094123 Reg. Date: 09/09/97	EB IP Holdings LLC
GUESTFIRST	USA	Reg. No.: 1985401 Reg. Date: 07/09/96	EB IP Holdings LLC
MEDICAL SOLUTIONS	USA	Reg. No.: 2151346 Reg. Date: 4/14/98	EB IP Holdings LLC
MISCELLANEOUS DESIGN	USA	Reg. No.: 1984631 Reg. Date:07/02/96	EB IP Holdings LLC
MISCELLANEOUS DESIGN	USA	Reg. No.: 2001255 Reg. Date: 09/17/96	EB IP Holdings LLC
TELESOURCE TRIANGLE DESIGN	USA	Reg. No.: 2128258 Reg. Date: 01/13/98	EB IP Holdings LLC
PRODIVERS	USA	Reg. No.: 2062248 Reg. Date: 05/13/97	EB IP Holdings LLC
PROFITPARTNERS	USA	Reg. No.: 1966983 Reg. Date: 04/09/96	EB IP Holdings LLC
PROFITPARTNERS AND DESIGN	USA	Reg. No.: 1970221 Reg. Date: 04/23/96	EB IP Holdings LLC
PROTRONICS	USA	Reg. No.: 2002862 Reg. Date: 09/24/96	EB IP Holdings LLC
PROTRONICS AND	USA	Reg. No.: 2001254	EB IP Holdings LLC

Mark	Country	Registration Number and Registration Date	Owner
DESIGN		Reg. Date: 09/17/96	
RESOURCEMFG	USA	Reg. No.: 1950471 Reg. Date: 01/23/96	EB IP Holdings LLC
RESOURCEMFG	USA	Reg. No.: 2001252 Reg. Date: 09/17/96	EB IP Holdings LLC
STAFFING SOLUTIONS	USA	Reg. No.: 1816089 Reg. Date: 01/11/94	EB IP Holdings LLC
STAFFING RESOURCES, INC. AND DESIGN	USA	Reg. No.: 2185248 Reg. Date: 09/01/98	EB IP Holdings LLC
TELESOURCE	USA	Reg. No.: 2463037 Reg. Date: 06/26/01	EB IP Holdings LLC
VIP-VALUE IN PARTNERING	USA	Reg. No.: 2591862 Reg. Date: 07/09/02	EB IP Holdings LLC

U.S. TRADEMARK APPLICATIONS

None.