

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369112

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|---|---|---------------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| INFINITY STAFFING SOLUTIONS LLC | | 01/13/2016 | LIMITED LIABILITY COMPANY: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | STERLING NATIONAL BANK | | |
| Street Address: | 310 Crossways Park Drive | | |
| City: | Woodbury | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11797 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4505850 | LYNEER STAFFING SOLUTIONS | |
| Registration Number: | 4492068 | LYNEER INTERNATIONAL | |
| Registration Number: | 4502173 | LYNEER | |
| 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: | kansley@stradley.com | | |
| Correspondent Name: | Kareem Ansley | | |
| Address Line 1: | Stradley Ronon | | |
| Address Line 2: | 100 Park Avenue | | |
| Address Line 4: | New York, NEW YORK 10017 | | |
| ATTORNEY DOCKET NUMBER: | 184652-0024 | | |
| NAME OF SUBMITTER: | Kareem Ansley | | |
| SIGNATURE: | /Kareem Ansley/ | | |
| DATE SIGNED: | 01/13/2016 | | |
| Total Attachments: 5 | | | |
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Security Agreement

Trademarks

WHEREAS **INFINITY STAFFING SOLUTIONS LLC**, a New Jersey limited liability company (herein referred to as the “**Company**”), has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the “**Trademarks**”);

WHEREAS, the Company is obligated to **STERLING NATIONAL BANK**, a national banking association, as agent (the “**Agent**”) as a lender and for the benefit of the other lenders (collectively, the “**Lenders**”) from time to time party to and has entered into, a certain Loan and Security Agreement, dated as of the date hereof (as may be from time to time amended, restated and supplemented, the “**Loan and Security Agreement**”);

WHEREAS, pursuant to the Loan and Security Agreement, the Company has granted to the Agent, for the benefit of the Lenders, a security interest in, and mortgage on, all right, title and interest of the Company in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the Loan and Security Agreement (the “**Collateral**”), to secure the payment, performance and observance of the Obligations, as defined in the Loan and Security Agreement; and

WHEREAS, this agreement does not supersede, amend, modify, revise or limit the Loan and Security Agreement, and is intended to supplement the Loan and Security Agreement and evidence and perfect the Agent’s security interest in the Collateral for the benefit of the Lenders.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to the Agent a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Agent’s address is 310 Crossways Park Drive, Woodbury, NY 11797.

This agreement is dated as of January 13, 2016.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officer as of the date first written above.

INFINITY STAFFING SOLUTIONS LLC

By: 
Name: James Radvany
Title: Co-Manager

By: 
Name: Todd McNulty
Title: Co-Manager

ACCEPTED:

STERLING NATIONAL BANK,
as Agent and as a Lender

By: _____

Name: Stephen M. Leavenworth

Title: Senior Vice President

SCHEDULE A
Registered Trademarks

| Trademark | Registration No. | Filing Date | Registration Date | Owner |
|---------------------------|-------------------------|--------------------|--------------------------|--|
| Lyneer Staffing Solutions | 4505850 | January 3, 2012 | April 1, 2014 | Infinity Staffing Solutions LLC dba Lyneer Staffing Solutions Limited Liability Company New Jersey 134 Franklin Corner Road Lawrenceville New Jersey 08648 |
| Lyneer International | 4492068 | October 8, 2012 | March 4, 2014 | Infinity Staffing Solutions LLC dba Lyneer Staffing Solutions Limited Liability Company New Jersey 134 Franklin Corner Road Lawrenceville New Jersey 08648 |
| Lyneer | 4502173 | January 3, 2012 | March 25, 2014 | Infinity Staffing Solutions LLC dba Lyneer Staffing Solutions Limited Liability Company New Jersey 134 Franklin Corner Road Lawrenceville New Jersey 08648 |

U.S. Pending Applications

| Trademark | Serial Number | Application Date | Owner |
|------------------|----------------------|-------------------------|--------------|
| None | | | |

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

None

Common Law Trade Names

None

[Signature Page to Trademark Security Agreement]