

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUESTCO, LLC		05/06/2016	Limited Liability Company: TEXAS
U.S.A. STAFFING, LLC		05/06/2016	Limited Liability Company: TEXAS
ALT-SOURCE, LLC		05/06/2016	Limited Liability Company: TEXAS
EMERGENT HR, LLC		05/06/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, AS AGENT		
Street Address:	30 SOUTH WACKER DRIVE, SUITE 3700		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3755407	WE MAKE EMPLOYING EASIER	
Serial Number:	86952638	MAKE IT EASY	
Serial Number:	86952632	Q QUESTCO MAKE IT EASY.	
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>		
Phone:	312.577.8574		
Email:	humberto.aquino@kattenlaw.com		
Correspondent Name:	HUMBERTO AQUINO C/O KATTEN MUCHIN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	CHICAGO, ILLINOIS 60661		
NAME OF SUBMITTER:	HUMBERTO AQUINO		
SIGNATURE:	/HUMBERTO AQUINO/		

CH \$90.00 3755407

DATE SIGNED:	05/06/2016
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of May 6, 2016, by Questco, LLC, a Texas limited liability company, U.S.A. Staffing, LLC, a Texas limited liability company, Alt-Source, LLC, a Texas limited liability company and Emergent HR, LLC, a Texas limited liability company (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, each Grantor, the other “Borrowers” party thereto (each a “**Borrower**” and collectively, the “**Borrowers**”), the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of May 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers (collectively, the “**Loans**”); and

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of May 6, 2016 by and among Grantee, the Grantors and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), the Grantors have granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantors’ Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to any Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), each Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing

security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

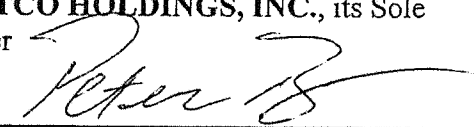
4. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

**QUESTCO, LLC,
U.S.A. STAFFING, LLC,
ALT-SOURCE, LLC,
EMERGENT HR, LLC**

By: **QUESTCO HOLDINGS, INC.**, its Sole
Member

By: 
Name: Peter Browne
Title: Chief Financial Officer and
Secretary

Agreed and accepted as of
the date first written above:

MADISON CAPITAL FUNDING LLC, as
Agent

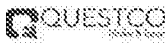
By: 
Name: Clayton Bruce
Title: Director

SCHEDULE A

Trademark Registrations

Trademark	Owner	Registration Number	Registration Date	Jurisdiction
WE MAKE EMPLOYING EASIER	Questco, LLC USA Staffing, LLC Alt-Source, LLC Emergent HR, LLC	3,755,407	March 2, 2010	US

Trademark Applications

Trademark	Owner	Application Number	Application Date	Jurisdiction
MAKE IT EASY	Questco, LLC USA Staffing, LLC Alt-Source, LLC Emergent HR, LLC	86/952,638	March 25, 2016	US
Q QUESTCO MAKE IT EASY. & LOGO 	Questco, LLC USA Staffing, LLC Alt-Source, LLC Emergent HR, LLC	86/952,632	March 25, 2016	US