

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384769

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Form I-9 Compliance LLC		05/18/2016	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Synovus Bank		
Street Address:	32845 US Highway 19 North		
City:	Palm Harbor		
State/Country:	FLORIDA		
Postal Code:	34683		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3119719	SIMPLIFY VERIFY COMPLY FORM I-9 COMPLIAN	
Registration Number:	3185696	FORM I-9 COMPLIANCE	
CORRESPONDENCE DATA			
Fax Number:	8132212900		
<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:	8132213900		
Email:	christina.allen@hwhlaw.com		
Correspondent Name:	Rachel M. Feinman, Esq.		
Address Line 1:	101 E Kennedy Blvd., Suite 3700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Rachel M. Feinman		
SIGNATURE:	/Rachel M. Feinman/		
DATE SIGNED:	05/18/2016		
Total Attachments: 3			
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source=IP Security Agreement#page3.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 18, 2016 (this "Agreement"), is made by FORM I-9 COMPLIANCE LLC, a California limited liability company (the "Grantor"), in favor of SYNOVUS BANK, a Georgia banking corporation (the "Secured Party").

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof, between Grantor and Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), the Secured Party has agreed to make a loan to the Grantor and Form I-9 Acquisition Group, LLC, a Florida limited liability company ("Holdco" and together with the Grantor, the "Borrowers"), upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrowers have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Secured Party (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in, inter alia, certain Intellectual Property, including those Trademarks and Patents set forth on Exhibit A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

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 provided by reference in the Loan Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest for Obligations. The Grantor hereby grants a security interest in, all of such Grantor's right, title and interest in, to and under the Trademarks and Patents constituting Collateral (including, without limitation, those items listed on Exhibit A hereto and all goodwill related thereto) (collectively, the "IP Collateral"), to the Secured Party, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations.

3. Purpose. This Agreement 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. The security interest granted hereby has been granted to the Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the IP 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. In the event of any conflict between this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

FORM I-9 COMPLIANCE LLC,
a California limited liability company

By: _____

Name: Dr. Kiran Patel

Title: Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005795 FRAME: 0600

Exhibit A**TRADEMARKS AND PATENTS**

Registration No.	Country	Owner	Registration Date	Description/Title	Type of Intellectual Property
11/775,351	USA	Form I-9 Compliance, LLC	07/10/2007	ELECTRONIC SIGNATURE FOR AND ELECTRONIC SYSTEM AND METHOD FOR EMPLOYMENT ELIGIBILITY VERIFICATION	Patent
11/234,372	USA	Form I-9 Compliance, LLC	09/26/2005	Electronic system and method for employment eligibility verification and reporting	Patent
3,119,719	USA	Form I-9 Compliance, LLC	07/25/2006		Trademark
3,185,696	USA	Form I-9 Compliance, LLC	12/19/2006		Trademark