

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talent Acquisitions, LLC		08/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
Internal Address:	c/o RBC Agency Services Group		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4878165	C-PAS	
Registration Number:	4882331	CAPS C-PAS	
Registration Number:	4531573	CAPS ETRAIN	
Registration Number:	4531574	CAPS ETRAIN	
Registration Number:	4270975	CAPS	
Registration Number:	4143752	CAPS PAY	
Registration Number:	3879902	LAJIT	
Registration Number:	3845552	LAJIT TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$215.00 4878165

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	08/23/2016
Total Attachments: 5 source=a18. C&C - Talent Entities Trademark Security Agreement Supplement (Second)#page1.tif source=a18. C&C - Talent Entities Trademark Security Agreement Supplement (Second)#page2.tif source=a18. C&C - Talent Entities Trademark Security Agreement Supplement (Second)#page3.tif source=a18. C&C - Talent Entities Trademark Security Agreement Supplement (Second)#page4.tif source=a18. C&C - Talent Entities Trademark Security Agreement Supplement (Second)#page5.tif	

EXECUTION VERSION

SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of August 19, 2016 (this "Agreement"), among Talent Acquisitions, LLC (the "Grantor") and Royal Bank of Canada, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of August 12, 2015 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Payroll Holdings, LLC, a Delaware limited liability company ("Holdings"), Silver Screen Merger Corp., a Delaware corporation (the "Initial Borrower"), Cast & Crew Payroll, LLC, a Delaware limited liability company ("Borrower"), the Lenders party thereto and Royal Bank of Canada, as Administrative Agent and Collateral Agent and (b) the Second Lien Collateral Agreement dated as of August 12, 2015 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

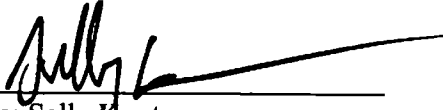
SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TALENT ACQUISITIONS, LLC,



By: 
Name: Sally Knutson
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral Agent.

By: 

Name: **Susan Khokher**
Title: **Manager, Agency**

Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Current Owner
C-PAS	U.S.	86274770 5/7/2014	4878165 12/29/2015	Talent Acquisitions, LLC dba CAPS
CAPS C-PAS	U.S.	86274775 5/7/2014	4882331 1/5/2016	Talent Acquisitions, LLC dba CAPS
CAPS ETRAIN (Stylized) 	U.S.	85620600 5/9/2012	4531573 5/20/2014	Talent Acquisitions, LLC
CAPS ETRAIN	U.S.	85620609 5/9/2012	4531574 5/20/2014	Talent Acquisitions, LLC
CAPS (Stylized) 	U.S.	85538239 2/9/2012	4270975 1/8/2013	Talent Acquisitions, LLC
CAPS PAY	U.S.	85224747 1/24/2011	4143752 5/15/2012	Talent Acquisitions, LLC
LAJIT	U.S.	85013775 4/14/2010	3879902 11/23/2010	Talent Acquisitions, LLC
LAJIT TECHNOLOGIES	U.S.	77090479 1/24/2007	3845552 9/7/2010	Talent Acquisitions, LLC