

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smartlink, LLC		10/27/2016	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	500 SEVENTH AVENUE		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4938097	SMART TRACK	
Registration Number:	5000083	MOVING YOU FORWARD	
Registration Number:	4096125	SMARTLINK	
Registration Number:	4852803	SMARTLINK	
Registration Number:	3487998	SMARTLINK	
Registration Number:	4923372	SMARTLINK SERVICES	
Registration Number:	4662598	SMARTLINK STAFFING	
Registration Number:	4111343	TURN PRO	
CORRESPONDENCE DATA			
Fax Number:	4045725134		
<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:	404.572.4600		
Email:	ssexton@kslaw.com		
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	23208.015007		
NAME OF SUBMITTER:	Sally Sexton		

OP \$215.00 4938097

SIGNATURE:	/sallysexton/
DATE SIGNED:	10/27/2016
Total Attachments: 7 source=Smartlink -Trademark Security Agreement (2)#page1.tif source=Smartlink -Trademark Security Agreement (2)#page2.tif source=Smartlink -Trademark Security Agreement (2)#page3.tif source=Smartlink -Trademark Security Agreement (2)#page4.tif source=Smartlink -Trademark Security Agreement (2)#page5.tif source=Smartlink -Trademark Security Agreement (2)#page6.tif source=Smartlink -Trademark Security Agreement (2)#page7.tif	

COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 27th day of October, 2016, by SMARTLINK, LLC, a Maryland limited liability company (the "Assignor"), in favor of STERLING NATIONAL BANK, a national banking association, in its capacity as the Agent pursuant to the Loan Agreement (as defined below) for the Lenders (as defined in the Loan Agreement).

RECITALS

The Assignor, certain affiliates of the Assignor, the Lenders and the Agent (as defined in the Loan Agreement) have entered into a Revolving and Term Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement.

The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on Schedule A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on Schedule A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively herein as the "Trademarks".

The Loan Agreement and certain other Loan Documents contain security agreements under which the Assignor has granted to the Lenders, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products or services sold under any one or more of the Trademarks and under which the Lenders are entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Loan Agreement.

As collateral security for the Obligations, whether arising under the Loan Documents or otherwise, the Assignor has agreed to assign to the Lenders, the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Lenders any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

Section 1.1 Rights Conveyed

In consideration of and pursuant to the terms of the Loan Agreement and each of the other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, but subject to the provisions of the Intercreditor Agreement:

1.1.1 With respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lenders, all of the Assignor's present and future right, title and interest in and to, and grants to the Lenders a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and

represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lenders, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lenders or in favor of such person as the Lenders may designate, and may be the subject of such confirmatory instruments as the Lenders may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lenders, a security interest therein and Lien thereon.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Trademark Existence.

The Assignor represents and warrants to the Lenders, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor's knowledge:

2.1.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on Schedule A to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full:

3.1.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lenders prompt written notice thereof along with an amended Schedule A.

3.1.4 The Assignor shall, at the Lenders' request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Loan Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full.

3.2.2 Except as permitted by the provisions of the Loan Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Lenders, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be reimbursable pursuant to Section 11.4 of the Loan Agreement. The Assignor shall not abandon any Trademark without the consent of the Lenders.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lenders may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Lenders shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lenders for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Lenders in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lenders, subject to the provisions of the Intercreditor Agreement, may do so in the Assignor's name or in the Lenders' name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lenders in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lenders in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lenders upon demand pursuant to Section 11.4 of the Credit Agreement, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Lenders in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lenders' rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV
EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lenders shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Loan Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Lenders.

Section 4.2 Certain Lenders Rights.

The Assignor hereby covenants and agrees that the Lenders, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, and under any other applicable law, following an Event of Default, upon notice to the Assignor, (but subject in all events to the provisions of the Intercreditor Agreement) may terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the other Loan Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lenders to make, constitute and appoint any officer of Lenders as the Lenders may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lenders or in the name of the Assignor or otherwise, for the use and benefit of the Lenders to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Loan Agreement, the Loan Documents and other obligations and until all of the Obligations to the Lenders are indefeasibly satisfied in full.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lenders shall be in addition to any rights and remedies granted to the Lenders under the Loan Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations, the Lenders shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Lenders, any right, power or privilege hereunder or under the Loan Documents shall operate as a waiver thereof, and all of the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between the Assignor and the Lenders or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be “a Lender” under the Loan Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

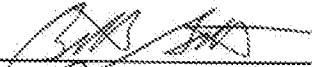
This Assignment shall be governed by and construed in conformity with the laws of the State of New York.

[Signature Appears On Following Page]

ASSIGNOR'S SIGNATURE PAGE TO
COLLATERAL ASSIGNMENT OF TRADEMARKS SECURITY


IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first
above written.

SMARTLINK, LLC

By: 
Name: BILL SCOTT
Title: CEO

SCHEDULE A TO
COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

LIST OF TRADEMARKS

Country	Mark	Status	Serial No.	Filing Date	Registration No.	Registration Date
United States of America	SMART TRACK	Registered	86/533608	February 12, 2015	4938097	April 12, 2016
United States of America	MOVING YOU FORWARD	Registered	86/745861	September 2, 2015	5000083	July 12, 2016
United States of America	SMARTLINK and Design	Registered	85/355495	June 24, 2011	4096125	February 7, 2012
United States of America	SMARTLINK and Design 	Registered	86/561748	March 12, 2015	4852803	November 10, 2015
United States of America	SMARTLINK	Registered	77/368668	January 10, 2008	3487998	August 19, 2008
United States of America	SMARTLINK SERVICES	Registered	86/261286	April 24, 2014	4923372	March 22, 2016
United States of America	SMARTLINK STAFFING	Registered	86/257674	April 21, 2014	4662598	December 30, 2014
United States of America	TURN PRO	Registered	85/355718	June 24, 2011	4111343	March 13, 2012

Except as set forth below, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons:

None.