

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404034

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Professional Placement Resources, LLC		10/25/2016	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Bank		
<b>Street Address:</b>	8080 North Central Expressway, Suite 120		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75206		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5030676	PPR BEACON BEACON123.COM	
<b>Registration Number:</b>	4840607	PPR RISK ADJUSTMENT STAFFING	
<b>Registration Number:</b>	4670560	PPR TALENT SOLUTIONS	
<b>Registration Number:</b>	4670551	PPR TALENT MANAGEMENT GROUP	
<b>Registration Number:</b>	4670549	PPR EDUCATION SERVICES	
<b>Registration Number:</b>	4670548	PPR RISK ADJUSTMENT SERVICES	
<b>Registration Number:</b>	4670547	PPR VENDOR SOLUTIONS	
<b>Registration Number:</b>	4670546	PPR TRAVEL NURSING	
<b>Registration Number:</b>	3889761	BEACON	
<b>Registration Number:</b>	4670543	PPR	
<b>Registration Number:</b>	3430095	PPR	
<b>Registration Number:</b>	3523149	THIRTEENWEEKS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com, Ashley.Ingraham@hklaw.com		
<b>Correspondent Name:</b>	HOLLAND & KNIGHT LLP		

OP \$315.00 5030676

**Address Line 1:** 10 St. James Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 11/01/2016

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this "IP Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Compass Bank, as Administrative Agent (together with its successors in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of October 25, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PPR Holding Corporation, a Delaware corporation ("Holdings"), Professional Placement Resources, LLC, a Florida limited liability company (the "Borrower"), the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto, the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the respective meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 25, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantors' right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

**SECTION 1 Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "IP Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the "Copyright Collateral");

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the "Trademark Collateral");

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the "Patent Collateral").

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP

SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

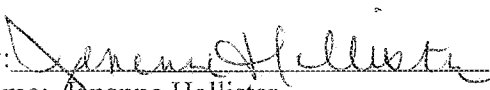
SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

*[signature pages follow]*

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

GRANTORS:

PROFESSIONAL PLACEMENT  
RESOURCES, LLC

By:   
Name: Jenenne Hollister  
Title: Vice President & Chief Financial Officer

Signature Page to IP Security Agreement

#48406851

**TRADEMARK**  
**REEL: 005911 FRAME: 0976**

COMPASS BANK,  
as the Administrative Agent

By: Brandon Kelley

Name: Brandon Kelley  
Title: Senior Vice President

Signature Page to IP Security Agreement

#48406851



**TRADEMARK**  
**REEL: 005911 FRAME: 0977**


COPYRIGHTS

None.



## TRADEMARKS

U.S. Application No. U.S. Filing Date	Registration Number Registration Date	Mark	Status	Assignee/Owner listed on USPTO Database
86869280 1/8/2016	5030676 8/30/2016		Registered	Professional Placement Resources, LLC
86558639 3/10/2015	4840607 10/27/2015	PPR RISK ADJUSTMENT STAFFING	Registered	Professional Placement Resources, LLC
86283074 5/16/2015	4670560 1/13/2015	PPR TALENT SOLUTIONS	Registered	Professional Placement Resources, LLC
86282659 5/14/2015	4670551 1/13/2015	PPR TALENT MANAGEMENT GROUP	Registered	Professional Placement Resources, LLC
86282605 5/14/2015	4670549 1/13/2015	PPR EDUCATION SERVICES	Registered	Professional Placement Resources, LLC
86282554 5/14/2015	4670548 10/28/2014	PPR RISK ADJUSTMENT SERVICES	Registered	Professional Placement Resources, LLC
86282509 5/14/2015	4670547 1/13/2015	PPR VENDOR SOLUTIONS	Registered	Professional Placement Resources, LLC
86282433 5/14/2015	4670546 10/28/2014	PPR TRAVEL NURSING	Registered	Professional Placement Resources, LLC
85021457 4/23/2010	3889761 12/14/2010		Registered	Professional Placement Resources, LLC

U.S. Application No. U.S. Filing Date	Registration Number Registration Date	Mark	Status	Assignee/Owner listed on USPTO Database
86282295 05/15/2014	4670543 1/13/2015		Registered	Professional Placement Resources, LLC
77261776 8/22/2007	3430095 5/20/2008	PPR	Registered	Professional Placement Resources, LLC
77158677 4/17/2007	3523149 10/28/2008	THIRTEENWEEKS.COM	Registered	Professional Placement Resources, LLC

PATENTS

None.