

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM422399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNI Companies		03/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as administrative and collateral agent		
Street Address:	200 South Wacker Drive		
Internal Address:	Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3643210	SNI COMPANIES	
Registration Number:	2577134	STAFFING NOW	
Registration Number:	2519643	ACCOUNTING NOW	
Registration Number:	3688519	SNI TECHNOLOGY	
Registration Number:	2737822	CERTES FINANCIAL PROS	
Registration Number:	2512159	LEGAL NOW	
Registration Number:	3643209	SNI ADMINISTRATIVE	
Registration Number:	3065898	SNI LEGAL	
Registration Number:	2695790	SNI FINANCIAL	
Registration Number:	1815082	FRIENDS & COMPANY	
Registration Number:	2912463	FEWNET	
Registration Number:	3296695	CERTES	
Registration Number:	3315873	CERTES FINANCIAL PROS L'ETOILE DU NORD T	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		

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Email:	scott.kareff@srz.com
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1:	919 Third Avenue
Address Line 2:	19th Floor
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	050319-0046
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NAME OF SUBMITTER:	Scott Kareff (050319-0046)
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SIGNATURE:	/kc for sk/
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DATE SIGNED:	04/04/2017
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of this 31st day of March, 2017 (as the same may be further amended, modified, supplemented, renewed, restated or replaced from time to time, this "Agreement"), by SNI COMPANIES, a Delaware corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative and collateral agent for the Lenders (as defined below) (in such capacities, together with its successors and assigns, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (as the same may be further amended, modified, supplemented, renewed, restated or replaced from time to time, the "Credit Agreement"), among Grantor, GEE GROUP INC., an Illinois corporation ("Holdings"), each other Subsidiary of Holdings listed as a "Borrower" on the signature pages thereto (together with Grantor, Holdings and each other Person joined thereto as a borrower from time to time collectively, the "Borrowers" and each a "Borrower"), each Person joined thereto as a guarantor from time to time (collectively, the "Guarantors" and together with the Borrowers, collectively, the "Loan Parties", and each individually, a "Loan Party"), the lenders which now are or hereafter become party thereto as lenders (the "Lenders"), Agent and MGG INVESTMENT GROUP LP, as term loan agent (in such capacity, together with its successors and assigns, the "Term Loan Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Loan Party to Agent, the Lenders or any of them pursuant to the Credit Agreement or any Other Document.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof and (B) other than the Liens granted to Agent hereunder, Grantor has not granted any Liens on any of its IP Collateral to any other Person other than Permitted Encumbrances.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts

shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature page follows]

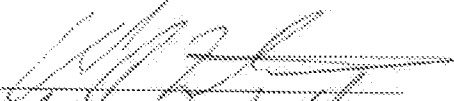
The undersigned has signed this Agreement as of the day and year first above written.

SNI COMPANIES

By: _____

Name: _____

Title: _____


Mark S. Scott
CFO

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

<u>Company</u>	<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>
SNI COMPANIES	USA	SNI Companies	Reg. #3643210
SNI COMPANIES	USA	Staffing Now	Reg. #2577134
SNI COMPANIES	USA	Accounting Now	Reg. #2519643
SNI COMPANIES	USA	SNI Technology	Reg. #3688519
SNI COMPANIES	USA	Certes Financial Pros	Reg. #2737822
SNI COMPANIES	USA	Legal Now	Reg. #2512159
SNI COMPANIES	USA	SNI Administrative	Reg. #3643209
SNI COMPANIES	USA	SNI Legal	Reg. #3065898
SNI COMPANIES	USA	SNI Financial	Reg. #2695790
SNI COMPANIES	USA	Friends & Company	Reg. #1815082
SNI COMPANIES	USA	FEWnet	Reg. #2912463
SNI COMPANIES	USA	Certes	Reg. #3296695
SNI COMPANIES	USA	Certes Financial Pros	Reg. #3315873