

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424327

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BG Staffing, Inc.		04/03/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association, as Administrative Agent		
Street Address:	2000 McKinney Avenue, Suite 700		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3256059	ZYCRON	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/jan muennink/		
DATE SIGNED:	04/19/2017		
Total Attachments: 5			
source=Trademark Security Ag BG Staffing Inc Zycron TCB 2017043 EXECUTED#page1.tif			
source=Trademark Security Ag BG Staffing Inc Zycron TCB 2017043 EXECUTED#page2.tif			
source=Trademark Security Ag BG Staffing Inc Zycron TCB 2017043 EXECUTED#page3.tif			
source=Trademark Security Ag BG Staffing Inc Zycron TCB 2017043 EXECUTED#page4.tif			
source=Trademark Security Ag BG Staffing Inc Zycron TCB 2017043 EXECUTED#page5.tif			

CH \$40.00 3256059

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of April 3, 2017, is made by BG Staffing, Inc., a Delaware corporation (“*Debtor*”), and Texas Capital Bank, National Association, as Administrative Agent (“*Secured Party*”), for each of the Secured Creditors.

Background.

Secured Party, Debtor and the Lenders party thereto have entered into the Amended and Restated Credit Agreement dated as of April 3, 2017 (which restates in its entirety the Credit Agreement dated as of August 21, 2015, among Secured Party, Debtor and the lenders party thereto, the “*Existing Credit Agreement*”) (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the “*Credit Agreement*”).

In connection with the Existing Credit Agreement, Debtor, each other Grantor and Secured Party executed and delivered the Security Agreement dated as of August 21, 2015 (the “*Existing Security Agreement*”). In connection with the Credit Agreement, Debtor, each other Grantor and Secured Party have executed and delivered the Security Agreement dated as of April 3, 2017 (such agreement, together with all amendments and restatements thereto, the “*Security Agreement*”). The Security Agreement amends and restates the Existing Security Agreement, subject to Liens and security interest granted pursuant to (a) the Existing Security Agreement remaining valid, binding and enforceable, and (b) the Security Agreement not being intended as, or to be construed as, a release or novation of any Lien or security interest granted pursuant to the Existing Security Agreement.

Pursuant to the Credit Agreement and the Security Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Debtor has duly authorized the execution, delivery and performance of this Agreement.

Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Creditors to (a) make Credit Extensions under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Bank Product Agreements, Debtor hereby agrees with Secured Party, for its benefit and the benefit of other Secured Creditors, as follows:

SECTION 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 incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, Debtor hereby assigns to, and pledges and

grants to Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of Debtor in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

- (a) All Trademarks referred to in Schedule 1 attached hereto;
- (b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and
- (c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

BG STAFFING, INC.

By: *L. Allen Baker, Jr.*
L. Allen Baker, Jr.
President and Chief Executive Officer

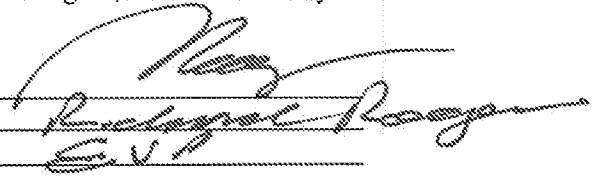
SECURED PARTY:

TEXAS CAPITAL BANK, National Association,
as Administrative Agent, as Secured Party

By: _____

Print Name: _____

Print Title: _____

Handwritten signature and initials in black ink, written over the signature and title lines.

SCHEDULE 1
to Trademark Security Agreement

Trademarks Registration

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
ZYCRON	78951598 Aug. 14, 2006	3,256,059 June 26, 2007	Registered