

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM425907

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pro Corporation		05/01/2017	Corporation: DELAWARE
Pro Unlimited Global Solutions, Inc.		05/01/2017	Corporation: DELAWARE
Pro Unlimited, Inc.		05/01/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Citizen Business Capital		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1933135	PRO UNLIMITED	
Registration Number:	2538733	RIGHTSOURCING	
Registration Number:	1505092	THISCO	
Serial Number:	86314555	WAND	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2023704750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169914		
NAME OF SUBMITTER:	Lisa A. Cobbett		
SIGNATURE:	/Lisa A. Cobbett/		

OP \$115.00 1933135

DATE SIGNED:	05/02/2017
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of May 1, 2017, by each of the signatories hereto (each such Person individually, a “Grantor” and, collectively, the “Grantors”), in favor of **CITIZENS BUSINESS CAPITAL**, a division of Citizens Asset Finance, Inc., as agent (in such capacity, the “Agent”) for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by, among others, (i) the Borrowers from time to time party thereto, (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto (individually, a “Lender” and, collectively, the “Lenders”), (iv) the Agent, and (v) the Issuing Bank, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, each of the Grantors has granted to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the Collateral, as security for the Obligations; and

WHEREAS, the obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are each conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor confirms its grant of security interest provided in the Loan Agreement and further grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a security interest in and to the IP Collateral (as defined herein).

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors and the Agent, on its own behalf and on behalf of the other Secured Parties (and each of their respective successors or assigns), hereby agree as follows:

SECTION 1. Definitions.

1.1 Generally. All references herein to the “UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York; provided, however, that if a term is defined in Article 9 of the UCC differently than in another Article thereof, the term shall have the meaning set forth in Article 9; provided further that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of the security interest in any IP Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, “UCC” shall

mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be.

1.2 Definition of Certain Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Agent” shall have the meaning assigned to such term in the preamble of this Agreement.

“Copyrights” shall mean: (a) all copyright registrations and applications for registration set forth on **EXHIBIT A** hereto; (b) all renewals, reversions and extensions of the foregoing; and (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

“Copyright Office” shall mean the United States Copyright Office or any other U.S. federal governmental agency which may hereafter perform its functions.

“Grantor” and “Grantors” shall have the meanings assigned to such terms in the preamble of this Agreement.

“Intellectual Property” shall have the meaning assigned to such term in the Loan Agreement, and shall include, without limitation, all Copyrights, Patents, Trademarks and any licenses of any of the foregoing, and all renewals of any of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in SECTION 2 of this Agreement; *provided*, that “IP Collateral” shall not include any Excluded Property.

“Lender” and “Lenders” shall have the meaning assigned to such terms in the preamble of this Agreement.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Patents” shall mean (a) the Patents and patent applications set forth on **EXHIBIT B** hereto; (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

“PTO” shall mean the United States Patent and Trademark Office or any other U.S. federal governmental agency which may hereafter perform its functions.

“Trademarks” shall mean (a) the trademark and service mark registrations and applications set forth on **EXHIBIT C** hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications that are Excluded Property); (b) all renewals and extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

1.3 Rules of Interpretation. The rules of interpretation specified in Section 1.3 of the Loan Agreement shall be applicable to this Agreement.

SECTION 2. Grant of Security Interest. In furtherance and as confirmation of the security interest granted by the Grantors to the Agent (for the benefit of the Secured Parties) under the Loan Agreement, as security for the prompt payment or performance, as the case may be, of all Secured Obligations, each of the Grantors hereby ratifies and grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the following property, and each item thereof, whether now owned or existing or hereafter acquired or arising, together with all products, proceeds, substitutions, and accessions of or to any of the following property (collectively, the “IP Collateral”):

- (a) All Copyrights;
- (b) All Trademarks; and
- (c) All Patents.

Notwithstanding anything contained herein to the contrary or any inadvertent recordation of this Agreement with the PTO or the Copyright Office, in no event shall the IP Collateral include, nor the security interest granted under this SECTION 2 extend to any Excluded Property.

SECTION 3. Evidence of Agent’s Security Interest. Upon the acquisition by the Grantor of any additional Intellectual Property that constitutes a registration or application for registration filed with the PTO or the Copyright Office, the Grantor shall deliver to the Agent an updated **EXHIBIT A, B, and/or C** (as applicable) to this Agreement within fifteen (15) Business Days of the end of the calendar quarter in which such Intellectual Property was acquired and hereby authorizes the Agent to file, at the Grantor’s expense, such updated Exhibit as set forth in SECTION 3.

SECTION 4. Intent. This Agreement is being executed and delivered by the Grantors in connection with the Loan Agreement for the purpose of registering and confirming the grant of the security interest of the Agent in the IP Collateral with the PTO and the Copyright Office. The security interest granted pursuant to this Agreement shall not in any way limit the security interest granted to the Agent, for its own benefit and the benefit of the other Secured Parties,

under the Loan Agreement. All provisions of the Loan Agreement (including, without limitation, the rights, remedies, powers, privileges and discretions of the Agent thereunder) shall apply to the IP Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

SECTION 5. Termination; Release of IP Collateral. Except for those provisions which expressly survive the termination thereof, and subject to Section 4.6 of the Loan Agreement, this Agreement and the security interest granted herein and therein shall automatically terminate when there has occurred a Full Payment of the Obligations, at which time the Agent shall execute and deliver to the Grantors all UCC termination statements, releases and similar documents that the Grantors shall reasonably request to evidence such termination.

SECTION 6. Choice of Laws. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS AND TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).


SECTION 7. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument. Delivery of a signature page of this Agreement by telecopy or electronic mail shall be effective as delivery of a manually executed counterparty of this Agreement.

[SIGNATURE PAGE FOLLOWS]

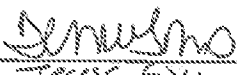
IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

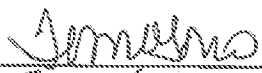
PRO CORPORATION

By: 
Name: Teresa Golio
Title: Sup France

PRO UNLIMITED GLOBAL SOLUTIONS,
INC.

By: 
Name: Teresa Golio
Title: Sup France

PRO UNLIMITED, INC.

By: 
Name: Teresa Golio
Title: Sup France

[Signature Page to Intellectual Property Security Agreement]

AGENT:

CITIZENS BUSINESS CAPITAL, a division of
Citizens Asset Finance, Inc.

By: 

Name: James H. Herzog, Jr.

Title: Senior Vice President

EXHIBIT A

List of Copyrights

Copyright Registrations and Applications

Title	<u>Country</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
If you think of payroll as a fixed expense you're probably overstaffed.	USA	PRO Corporation	TX 2-947-454	November 06, 1990
Uniskill software program	USA	Pro Unlimited, Inc.	TX 3-698-979	July 23, 2003

EXHIBIT B

List of Patents

Issued Patents

<u>Applicant</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Date of Filing</u>
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None.

Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Date of Filing</u>
Pro Unlimited Global Solutions, Inc.	SYSTEM AND METHOD FOR MANAGING ACTION ITEMS	15/153,246	May 12, 2016

EXHIBIT C

List of Trademarks

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg. Date	Status
PRO Corporation	PrO UNLIMITED WITH DESIGN 	USA	1933135	November 7, 1995	Registered
PRO Corporation	RIGHTSOURCING	USA	2538733	February 19, 2002	Registered
PRO Corporation	THISCO	USA	1505092	September 20, 1988	Registered
PRO Corporation	THISCO	CAN	TMA419336	November 5, 1993	Registered
PRO Corporation	WAND	USA	86314555	January 20, 2015	Registered

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Exhibit C to Intellectual Property Security Agreement

RECORDED: 05/02/2017

**TRADEMARK
REEL: 006046 FRAME: 0631**