

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429761

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IQNAVIGATOR, INC.		05/31/2017	Corporation: DELAWARE
BEELINE ACQUISITION CORP.		05/31/2017	Corporation: FLORIDA

## RECEIVING PARTY DATA

<b>Name:</b>	REGIONS BANK
<b>Street Address:</b>	521 EAST MOREHEAD STREET
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28202
<b>Entity Type:</b>	Corporation: ALABAMA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4183049	PATH.TO
Registration Number:	2480781	BEELINE
Registration Number:	3069693	BEELINE
Registration Number:	3822661	SMARTVIEW
Registration Number:	3732427	SMARTRATE
Registration Number:	4804977	MYA
Registration Number:	4863965	MYA
Registration Number:	3916022	SIMPLY SMARTER
Registration Number:	2729752	CHARTING NEW COURSES FOR WORKFORCE MANAG
Registration Number:	3082305	IQNAVIGATOR
Registration Number:	3253528	IQNAVIGATOR
Registration Number:	2726325	PROCURESTAFF
Registration Number:	3913454	PROCURESTAFF TECHNOLOGIES

## CORRESPONDENCE DATA

Fax Number: 7045032622

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 704 503 2600  
**Email:** vbantug@kslaw.com  
**Correspondent Name:** KING & SPALDING  
**Address Line 1:** 100 N TRYON STREET  
**Address Line 2:** SUITE 3900  
**Address Line 4:** CHARLOTTE, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	02532..015040
--------------------------------	---------------

<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug
---------------------------	-----------------

<b>SIGNATURE:</b>	/Vicky R. Bantug/
-------------------	-------------------

<b>DATE SIGNED:</b>	06/02/2017
---------------------	------------

**Total Attachments: 6**

source=Beeline - Executed Trademark Security Agreement#page1.tif

source=Beeline - Executed Trademark Security Agreement#page2.tif

source=Beeline - Executed Trademark Security Agreement#page3.tif

source=Beeline - Executed Trademark Security Agreement#page4.tif

source=Beeline - Executed Trademark Security Agreement#page5.tif

source=Beeline - Executed Trademark Security Agreement#page6.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (as amended, modified, extended, restated, replaced, or supplemented from time to time, this "Trademark Security Agreement"), dated as of May 31, 2017, is made by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually, a "Grantor"), in favor of and accepted and agreed to by **REGIONS BANK** (the "Secured Party").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, modified, extended, restated, replaced, or supplemented from time to time, the "Loan Agreement"), by and among Grantors, the Guarantors and the Secured Party, the Secured Party has agreed to make Loans upon the terms and subject to the conditions set forth therein; and

WHEREAS, it is a condition precedent to the effectiveness of the Loan Agreement and the obligation of the Secured Party to make Loans under the Loan Agreement that the Borrower and the Guarantors shall have executed and delivered to the Secured Party that certain Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, amended, modified, extended, restated, replaced, or supplemented from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party this Trademark Security 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to the Secured Party to secure the Credit Party Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR CREDIT PARTY OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Credit Party Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Credit Party Obligations and would be owed by Grantors, or any of them, to the Secured Party, whether or not they are unenforceable or not allowable due to the existence of a Bankruptcy Event involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Secured Party with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. GOVERNING LAW; SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS; WAIVER OF JURY TRIAL; VENUE. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND CREDIT PARTY OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. The terms of Section 23 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**IQNAVIGATOR, INC.,**  
a Delaware corporation

By:   
Name: Barry Capoot  
Title: Chief Financial Officer

**BEELINE ACQUISITION CORP.,**  
a Florida corporation

By:   
Name: Barry Capoot  
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006075 FRAME: 0549**

**ACCEPTED AND AGREED**  
as of the day and year first above written:


**SECURED PARTY:**

**REGIONS BANK**

By: Jason Douglas  
Name: Jason Douglas  
Title: Director

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

<u>Mark</u>	<u>Owner/Company</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PATH.TO	BEELINE ACQUISITION CORP.	85490455	December 8, 2011	4183049	July 31, 2012
BEELINE	IQNavigator, Inc.	75842402	November 6, 1999	2480781	August 21, 2001
BEELINE	IQNavigator, Inc.	76537893	August 15, 2003	3069693	March 21, 2006
SMARTVIEW	IQNavigator, Inc.	77616548	November 18, 2008	3822661	July 20, 2010
SMARTRATE	IQNavigator, Inc.	77571168	September 16, 2008	3732427	December 29, 2009
MYA	IQNavigator, Inc.	86271559	May 5, 2014	4804977	September 1, 2015
MYA & Design	IQNavigator, Inc.	86271570	May 5, 2014	4863965	December 1, 2015
SIMPLY SMARTER	IQNAVIGATOR, INC.	77953518	March 8, 2010	3916022	February 8, 2011
CHARTING NEW COURSES FOR WORKFORCE MANAGEMENT	IQNAVIGATOR INC.	76085367	July 7, 2000	2729752	June 24, 2003
IQNAVIGATOR	IQNAVIGATOR, INC.	78612775	April 20, 2005	3082305	April 18, 2006

IQNAVIGATOR	IQNAVIGATOR, INC.	78925135	July 8, 2006	3253528	June 19, 2007
PROCURESTAFF	IQNAVIGATOR, INC.	76115496	August 23, 2000	2726325	June 17, 2003
PROCURESTAFF TECHNOLOGIES and Design 	IQNAVIGATOR, INC.	85044603	May 21, 2010	3913454	February 1, 2011

**TRADEMARK LICENSES**

N/A.