

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM439014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Revolving Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APC Workforce Solutions, LLC		08/11/2017	Limited Liability Company: UNITED STATES
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2455103	ZEROCHAOS.COM	
Registration Number:	2497682	ZEROCHAOS.COM	
Registration Number:	2986769	E-CONTRACTOR	
Registration Number:	2724624	EWORK EXCHANGE	
Registration Number:	2643935	EWORK SERVICES	
Registration Number:	1997724	THE EXPERT MARKETPLACE	
Registration Number:	2272373	EWORK	
Registration Number:	3956551	ZEROCHAOS	
Registration Number:	2475703	ZEROCHAOS	
Registration Number:	4071202	ZEROCHAOS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$265.00 2455103

Address Line 4: Columbus, OHIO 43219	
NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/ted mulligan/
DATE SIGNED:	08/11/2017
Total Attachments: 6 source=10. Revolving Trademark Security Agreement#page1.tif source=10. Revolving Trademark Security Agreement#page2.tif source=10. Revolving Trademark Security Agreement#page3.tif source=10. Revolving Trademark Security Agreement#page4.tif source=10. Revolving Trademark Security Agreement#page5.tif source=10. Revolving Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated August 11, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of PNC Bank, National Association, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, that certain Credit Agreement, dated as of August 11, 2017 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), was entered into by and among Raptor Acquisition Merger Sub LLC, a Delaware limited liability company (“**MergerSub**”), ZeroChaos Parent, LLC, a Delaware limited liability company (the “**Parent Borrower**”), the certain Subsidiaries of Parent Borrower identified on the signature pages hereto as US Co-Borrowers (the “**US Co-Borrowers**” and, together with Parent Borrower, the “**Borrowers**”), Raptor Acquisition, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the Lenders party hereto from time to time, PNC Bank, National Association, as Administrative Agent (together with its permitted successors in such capacity, the “**Administrative Agent**”).

WHEREAS, under the terms of the Amended and Restated U.S. Pledge and Security Agreement dated August 11, 2017 (the “**Security Agreement**”), the Pledgors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Terms used but not otherwise defined herein are defined in the Credit Agreement or the Security Agreement, as applicable.

Grant of Security to Revolving Secured Parties. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Revolving Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Trademarks of such Pledgor, including those set forth on Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indi-

rect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, 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.

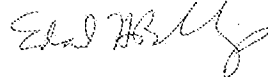
Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APC WORKFORCE SOLUTIONS, LLC

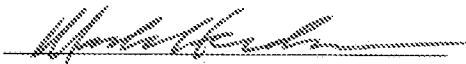


By: _____

Name: Edward H. Blankenship

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Mark Herdman
Title: Vice President

Schedule A

UNITED STATES TRADEMARKS:

Registrations:

Owner	Trademark	App. No.	Appl. Date	Reg. No	Reg. Date
APC Workforce Solutions, LLC	ZEROCHAOS.COM (& Design)	76004358	03/20/2000	2455103	05/29/2001
APC Workforce Solutions, LLC	ZEROCHAOS.COM	75849094	11/16/1999	2497682	10/16/2001
APC Workforce Solutions, LLC	E-CONTRACTOR	76475873	12/17/2002	2986769	08/23/2005
APC Workforce Solutions, LLC	ework EXCHANGE	75783388	08/24/1998	2724624	06/10/2003
APC Workforce Solutions, LLC	ework SERVICES	76118367	08/28/2000	2643935	10/29/2002
APC Workforce Solutions, LLC	THE EXPERT MARKETPLACE	74702538	07/10/1995	1997724	08/27/1996
APC Workforce Solutions, LLC	ework	75558257	09/25/1998	2272373	08/24/1999
APC Workforce Solutions, LLC	ZEROCHAOS (& Circle of People Design)	77918321	01/22/2010	3956551	05/10/2011
APC Workforce Solutions, LLC	ZEROCHAOS	76088775	07/14/2000	2475703	08/07/2001
APC Workforce Solutions, LLC	ZEROCHAOS (& Circle of People Design)	77938983	02/18/2010	4071202	12/13/2011

Applications:

None.

CANADIAN TRADEMARKS:

None.