

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444811

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BG Finance and Accounting, Inc.		09/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association, as Administrative Agent		
Street Address:	2000 McKinney Avenue		
Internal Address:	Suite 700		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3951257	ACCOUNTABLE SEARCH	
Registration Number:	2583592	SMART RESOURCES	
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:	214-745-5226		
Email:	AWALKER@WINSTEAD.COM		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	DALLAS, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	13278-326		
NAME OF SUBMITTER:	ANDREA WALKER		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	09/27/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of September 18, 2017, is made by BG Finance and Accounting, Inc., a Delaware corporation (“*Grantor*”), and Texas Capital Bank, National Association, as Administrative Agent (“*Secured Party*”), for each of the Secured Creditors.

Background.

Secured Party, BG Staffing, Inc. (the “*Debtor*”) and the Lenders party thereto have entered into the First Amendment and Commitment Increase dated as of September 18, 2017 (the “*First Amendment*”) to that certain Amended and Restated Credit Agreement dated as of April 3, 2017 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the “*Credit Agreement*”). Grantor is a wholly-owned Subsidiary of Debtor.

The proceeds from the First Amendment are being used by the Grantor to acquire certain assets from Smart Resources, Inc., an Illinois corporation (“*Smart Resources*”) and Accountable Search, LLC, an Illinois limited liability company (together with Smart Resources, the “*Seller Parties*”), pursuant to that certain Asset Purchase Agreement, dated September 18, 2017 among Grantor, Seller Parties and the other parties thereto (the “*Asset Purchase Agreement*”). Pursuant to the terms of the Asset Purchase Agreement, the Seller Parties will transfer all Intellectual Property (as defined in the Asset Purchase Agreement) to Grantor.

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*”).

This Agreement is being delivered in connection with the First Amendment and supplements the Security Agreement, and is not intended as, or to be construed as, a release or novation of any Lien or security interest granted pursuant to the Security Agreement.

Pursuant to the Credit Agreement and the Security Agreement, Grantor 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.

Grantor 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) continue to make Credit Extensions under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) continue to make financial accommodations under Bank Product Agreements, Grantor 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, Grantor 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 Grantor 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 Grantor 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. Grantor 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.

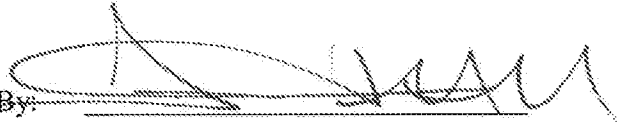
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written.

GRANTOR:


BG FINANCE AND ACCOUNTING, INC.

By: 

Dan Hollenbach
Authorized Person

SECURED PARTY:

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

By: 
Print Name: Hamilton LaFoe
Print Title: Vice President

SCHEDULE 1
to Trademark Security Agreement

Trademarks Registration

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
ACCOUNTABLE SEARCH	77534879 July 30, 2008	3951257 April 26, 2011	Registered
SMART RESOURCES	76138054 September 28, 2000	2583592 June 18, 2002	Registered