

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vaco NY, LLC		11/09/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital LP, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3481354	IFIND GROUP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312-993-2622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	057121-0257		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	11/10/2017		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2017, is made between the signatories hereto (each a “Grantor” and, collectively, the “Grantors”), in favor of Antares Capital LP (“Antares”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 9, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto, Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Guarantor that is a Credit Party has agreed, pursuant to that certain Guaranty and Security Agreement dated as of November 9, 2017 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (other than Excluded Property), including, without limitation, the Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) 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, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

**FOCUS SEARCH PARTNERS, LLC
GREYTHORN, INC.
PIVOT POINT CONSULTING, LLC
VACO ARIZONA, LLC
VACO ATLANTA, LLC
VACO BIRMINGHAM, LLC
VACO BRIDGEWATER, LLC
VACO CHARLOTTE, LLC
VACO CINCINNATI, LLC
VACO COLUMBUS, LLC
VACO DALLAS, LLC
VACO DETROIT, LLC
VACO GT, INC.
VACO HOUSTON, LLC
VACO INDIANAPOLIS LLC
VACO LOS ANGELES, LLC
VACO LOUISVILLE, LLC
VACO MEMPHIS, LLC
VACO MINNEAPOLIS, LLC
VACO NASHVILLE, LLC
VACO NY, LLC
VACO ORANGE COUNTY, LLC
VACO ORLANDO, LLC
VACO PHILADELPHIA, LLC
VACO RALEIGH, LLC
VACO RICHMOND, LLC
VACO RISK SOLUTIONS, LLC
VACO SAN DIEGO LLC
VACO SAN FRANCISCO, LLC
VACO SEATTLE, LLC
VACO SOUTH FLORIDA LLC
VACO SUPPLY CHAIN SOLUTIONS, LLC
VACO TAMPA, LLC
VACO TECHNOLOGY SERVICES, LLC, each
as a Grantor**

By: _____

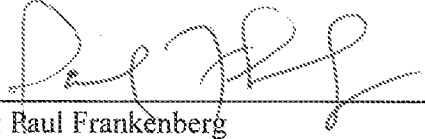
Name: Todd Sweat

Title: Chief Financial Officer

Trademark Security Agreement (Vaco)

**TRADEMARK
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**CHARLSON ACQUISITION, LLC
TW ACQUISITION, LLC, each as a Grantor**

By: 
Name: Raul Frankenberg
Title: President

Trademark Security Agreement (Vaco)

**TRADEMARK
REEL: 006202 FRAME: 0903**

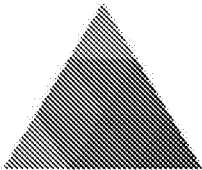


ACCEPTED AND AGREED
as of the date first above written:


ANTARES CAPITAL LP,
as Collateral Agent

By: Colin W. Torrance
Name: Colin W. Torrance
Title: Duly Authorized Signatory

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
United States	Design Only 	85816070 1/4/2013	4380276 8/6/2013	Registered	Pivot Point Consulting, LLC
United States	FREE YOURSELF	77662234 2/3/2009	3877525 11/16/2010	Registered	Vaco Nashville, LLC
United States	IFIND GROUP	77093862 1/29/2007	3481354 8/5/2008	Registered	Vaco NY, LLC
United States	MERCHANDISING ON DEMAND	86842856 12/8/2015	—	Pending	Vaco Supply Chain Solutions, LLC
United States	PIVOT POINT & Design 	85816051 1/4/2013	4818273 9/22/2015	Registered	Pivot Point Consulting, LLC
United States	PIVOT POINT CONSULTING	85668100 7/3/2012	4541476 6/3/2014	Registered	Pivot Point Consulting, LLC
United States	PIVOT POINT CONSULTING & Design 	85816064 1/4/2013	4541621 6/3/2014	Registered	Pivot Point Consulting, LLC
United States	VACO	77338900 11/28/2007	3595980 3/24/2009	Registered	Vaco Nashville, LLC

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status	Owner
United States	VACO FINANCIAL	77338894 11/28/2007	3683785 9/15/2009	Registered	Vaco Nashville, LLC
United States	VACO FREE YOURSELF. & Design 	77666385 2/9/2009	3877531 11/16/2010	Registered	Vaco Nashville, LLC
United States	VACO HEALTHCARE	85867348 3/5/2013	4593748 8/26/2014	Registered	Vaco Nashville, LLC
United States	VACO RESOURCES	77338912 11/28/2007	3683787 9/15/2009	Registered	Vaco Nashville, LLC
United States	VACO RISK SOLUTIONS	85867153 3/5/2013	4649792 12/2/2014	Registered	Vaco Nashville, LLC
United States	VACO STAFFING	77338907 11/28/2007	3683786 9/15/2009	Registered	Vaco Nashville, LLC
United States	VACO TECHNOLOGY	77338890 11/28/2007	3686763 9/22/2009	Registered	Vaco Nashville, LLC