

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
People 2.0, Inc.		02/07/2018	Corporation: FLORIDA
The Staffing Edge Inc.		02/07/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2744174	PEOPLE 2.0	
Registration Number:	4605674	THE STAFFING EDGE	
CORRESPONDENCE DATA			
Fax Number:	2158325767		
<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:	215-569-5767		
Email:	perry@blankrome.com		
Correspondent Name:	David M. Perry (074658-17068)		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
NAME OF SUBMITTER:	David M. Perry		
SIGNATURE:	/David M. Perry/		
DATE SIGNED:	02/20/2018		
Total Attachments: 5			
source=A&R - IP Security Agreement (PNC-People 2.0) (EXECUTED)#page1.tif			
source=A&R - IP Security Agreement (PNC-People 2.0) (EXECUTED)#page2.tif			

OP \$65.00 2744174

source=A&R - IP Security Agreement (PNC-People 2.0) (EXECUTED)#page3.tif
source=A&R - IP Security Agreement (PNC-People 2.0) (EXECUTED)#page4.tif
source=A&R - IP Security Agreement (PNC-People 2.0) (EXECUTED)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of this 7th day of February, 2018, by each of the grantors identified on Schedule 1 attached hereto (each a “**Grantor**” and collectively, the “**Grantors**”) in connection with that certain Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of even date herewith (and as the same may hereafter be amended, modified, supplemented or restated from time to time, including all exhibits and schedules thereto, the “**Loan Agreement**”) by and among **PEOPLE 2.0, INC.**, a corporation organized under the laws of the State of Florida (“**People 2.0**”), **PEOPLE 2.0 GLOBAL LP**, a limited partnership organized under the laws of the State of Florida (“**Global**”), **PEOPLE 2.0 NORTH AMERICA, LLC**, a limited liability company organized under the laws of the State of Florida (“**People 2.0 North America**”), **PEOPLE 2.0 SERVICES, LLC**, a limited liability company organized under the laws of the State of Florida (“**People 2.0 Services**”), **GLOBAL HR PARTNERS, LLC**, a limited liability company organized under the laws of the State of Florida (“**HR Partners**”), **TFI CONTRACT CORP.**, an unlimited liability company organized under the laws of the Province of Nova Scotia (“**TFI**”), **PEOPLE 2.0 G.P. INC.**, a Delaware corporation (“**Acquisition GP Co**”), **REGIONAL P20, INC.** a corporation organized under the laws of the State of Florida (“**Regional**”), **SEPT ACQUISITION COMPANY ULC**, an unlimited limited liability corporation organized under the laws of the Province of British Columbia (“**Acquiring CanCo**”), **THE STAFFING EDGE INC.**, a corporation incorporated under the laws of the Province of Ontario (“**Staffing Edge**”) (People 2.0, Global, People 2.0 North America, People 2.0 Services, TFI, Acquisition GP Co, Regional, HR Partners, Acquiring CanCo and Staffing Edge, each a “**Borrower**” and collectively “**Borrowers**”), **SEPT ACQUISITION COMPANY LP**, a Delaware limited partnership (“**Acquisition Co LP**”), **PEOPLE 2.0 NY OPERATIONS, INC.**, a corporation organized under the laws of the State of Florida (“**NY Operations**”), and **PEOPLE 2.0 OPERATIONS, INC.**, a corporation organized under the laws of the State of Florida (“**People 2.0 Operations**”), **AP CAREERS HOLDCO, INC.**, a Delaware corporation (“**AP Careers**”) and **STAFFING EDGE LLC**, a Delaware limited liability company (“**SE LLC**”) (NY Operations, People 2.0 Operations, AP Careers and SE LLC each a “**Guarantor**” and jointly, severally and collectively, the “**Guarantors**”; the Borrowers and Guarantors are referred to herein as the “**Obligors**”), **PNC BANK CANADA BRANCH**, as lender to the Canadian Borrowers (the “**Canadian Lender**”), the other financial institutions which are now or which hereafter become a party hereto (collectively with Canadian Lender, the “**Lenders**” and each individually a “**Lender**”) and **PNC BANK, NATIONAL ASSOCIATION** (“**PNC**”), as Lender to the US Borrowers and agent for Lenders (PNC, in such capacity, the “**Agent**”). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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 capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, excluding, however, any such property or assets constituting Excluded Property, (collectively, the "**IP Collateral**"), with power of sale to the extent permitted by law:

(a) all of such Grantor's copyrights and copyright applications (collectively, "**Copyrights**") and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "**Patents**"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "**Trademarks**"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[signature page follows]

Each of the Grantors has signed this Agreement as of the day and year first above written.


PEOPLE 2.0, INC.

By: 

Name: Richard Altus

Title: Vice President

THE STAFFING EDGE INC.

By: 

Name: Richard Altus

Title: President

[Signature Page to Intellectual Property Security Agreement (People 2.0)]

TRADEMARK
REEL: 006276 FRAME: 0036

SCHEDULE 1

INTELLECTUAL PROPERTY

Trademarks:

Grantor	Mark	Serial Number	Registration Number	Initial Registration Date	Effective Through
People 2.0, Inc.	PEOPLE 2.0	76336101	2744174	July 29, 2003	July 29, 2023
The Staffing Edge Inc.	THE STAFFING EDGE	1334099	TMA763,962	April 12, 2010	April 12, 2025
The Staffing Edge Inc.	The Staffing Edge	77116854	4605674	September 16, 2014	September 16, 2024
The Staffing Edge Inc.	ARMOR PERSONNEL		TMA211749		