

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Key Resources, Inc.		08/27/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Jackson Investment Group, LLC		
Street Address:	2655 Northwinds Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5089958	KEY RESOURCES INC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045162262		
Email:	sharrison@kilpatricktownsend.com		
Correspondent Name:	Susan Harrison		
Address Line 1:	1100 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Susan Harrison		
SIGNATURE:	/s/ Susan Harrison		
DATE SIGNED:	08/30/2018		
Total Attachments: 10			
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Reference is made to that certain Intercreditor Agreement, dated as of September 15, 2017 (as amended, restated, supplemented or modified from time to time, the “Intercreditor Agreement”), by and among Jackson Investment Group, LLC, a Georgia limited liability company, (“Term Note Purchaser”), Staffing 360 Solutions, Inc., a Delaware corporation (“Parent”), certain of the Parent’s subsidiaries party thereto and MidCap Funding X Trust, in its capacity as agent (together with its affiliates and their respective successors and assigns, “Agent”) for the ABL Lenders (as defined in the Intercreditor Agreement), and each holder and transferee of this instrument or agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. Each Person that benefits from the security hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens provided for in the Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions of the Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Term Note Purchaser on behalf of such Person to enter into, and perform under, the Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of the Intercreditor Agreement was delivered, or made available, to such Person.

Notwithstanding any other provision contained herein, this Agreement, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 27th day of August, 2018, by **KEY RESOURCES, INC.**, a North Carolina corporation (individually and collectively, “**Grantor**”), in favor of **JACKSON INVESTMENT GROUP, LLC** (together with its successors and assigns, “**Grantee**”):

RECITALS

A. Grantor, Grantee, Staffing 360 Solutions, Inc., a Delaware corporation (“**Parent**”), certain other subsidiaries of Parent, and Purchaser are parties to that certain Note and Warrant Purchase Agreement, dated as of September 15, 2017 (the “**Original Purchase Agreement**”), as amended by that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement, dated as of the date hereof (the “**First Omnibus**”; the Original Purchase Agreement as so amended, and as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time is referred to herein as the “**Purchase Agreement**”), pursuant to which, among other things, (i) the Parent has issued and sold to Purchaser the Senior Notes (as defined in the First Omnibus), and (ii) Grantor has become party to the Purchase Agreement, the Security Agreement and the Pledge Agreement; capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement; and

B. Pursuant to the terms of the Security Agreement, the First Omnibus and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, “**Trademarks**”), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the “**Trademark Licenses**”), (iv) the goodwill of the business symbolized by Grantor’s Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Obligors under the Purchase Agreement and other Note Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the First Omnibus and the other Security Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

2. Agreement to Deliver Supplements. Grantor hereby covenants and agrees to (i) provide Grantee a listing of any new Trademark or Trademark License (including any new trademark application and any new trademark registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule 1 to any other supplement delivered to Grantee in accordance with this paragraph, “**New Trademarks**”) acquired during the fiscal quarter corresponding to such financial statement and (ii) deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all such New Trademarks on Schedule 1 thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office, in each case at time of required delivery of similar updates to MidCap Senior Agent pursuant to the MidCap ABL Credit Agreement or any related loan documents and as otherwise required pursuant to the Note Documents.

3. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to Grantee that **Schedule 1** sets forth a full, complete and correct list of all issued Trademarks and pending trademark applications, owned by Grantor as of the date hereof.

4. Events of Default and Remedies. Upon the occurrence of and during the continuance of any Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Purchase Agreement or any other Note Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademark Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of New York from time to time.


5. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(Signature Pages Follow)

Grantor's Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

KEY RESOURCES, INC.

By:  (SEAL)
Name: Brendan Flood
Title: President and Chief Executive Officer

Grantee's Signature Page to Trademark Security Agreement

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

JACKSON INVESTMENT GROUP,
LLC

By: 
Name: Douglas B. Kline
Title: Chief Financial Officer

Schedule 1

Trademarks

1. North Carolina Registration No. 017753 Trademark
2. North Carolina Registration No. 017894 Trademark
3. North Carolina Registration No. 017755 Trademark
4. North Carolina Registration No. 017746 Trademark
5. Federal Registration No. 5,089,958 Trademark

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “Supplement”) made as of this ___ day of _____, 201__ by **KEY RESOURCES, INC.**, a North Carolina corporation (individually and collectively, the “Grantor”), in favor of **JACKSON INVESTMENT GROUP, LLC** (together with its successors and assigns, “Grantee”):

WITNESSETH:

WHEREAS, Grantor, Grantee, Staffing 360 Solutions, Inc., a Delaware corporation (“**Parent**”), certain other subsidiaries of Parent, and Purchaser are parties to that certain Note and Warrant Purchase Agreement, dated as of September 15, 2017 (the “**Original Purchase Agreement**”), as amended by that certain First Omnibus Amendment, Joinder and Reaffirmation Agreement, dated as of the date hereof (the “**First Omnibus**”; the Original Purchase Agreement as so amended, and as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time is referred to herein as the “**Purchase Agreement**”);

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of August ___, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “Trademark Agreement”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement);

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations (as defined in the Purchase Agreement) a security interest in and to all of Grantor’s now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

(i) 1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Purchase Agreement), and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under the Security Agreement or any other Security Document, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement, the First Omnibus and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues,

continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee that Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

KEY RESOURCES, INC.

By: _____(SEAL)
Name:
Title:

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

**JACKSON INVESTMENT GROUP,
LLC**

By: _____
Name: _____
Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services