## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM495597

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Staff Pro Inc.		10/26/2018	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Credit Suisse AG, Cayman Islands Branch	
Street Address:	Eleven Madison Avenue, 6th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Bank: UNITED STATES	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3808694	THE EVENT STAFFING PROFESSIONALS

#### CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 614-280-3566

Email: james.murray@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 2: **CT** Corporation

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	10/26/2018

#### **Total Attachments: 6**

source=26e. Allied Incremental - First Lien Trademark Security Agreement [Staff Pro Inc.] (Executed)#page1.tif source=26e. Allied Incremental - First Lien Trademark Security Agreement [Staff Pro Inc.] (Executed)#page2.tif source=26e. Allied Incremental - First Lien Trademark Security Agreement [Staff Pro Inc.] (Executed)#page3.tif source=26e. Allied Incremental - First Lien Trademark Security Agreement [Staff Pro Inc.] (Executed)#page4.tif source=26e. Allied Incremental - First Lien Trademark Security Agreement [Staff Pro Inc.] (Executed)#page5.tif

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# TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)  Additional parts addresses as siting to be addressed.
Staff Pro Inc.	Additional names, addresses, or citizenship attached?   No  Name: Credit Suisse AG, Cayman Islands Branch
☐ Individual(s) ☐ Association   ☐ Partnership ☐ Limited Partnership   ☒ Corporation- State: CA ☐ Other   ☐ Other ☐ Citizenship (see guidelines) USA   Additional names of conveying parties attached? ☐ Yes ☒ No   3. Nature of conveyance/Execution Date(s):   Execution Date(s) October 26, 2018   ☐ Assignment ☐ Merger   ☐ Security Agreement ☐ Change of Name   ☒ Other First Lien Security Agreement   4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text   See Schedule I	Partnership Citizenship  Limited Partnership Citizenship  Corporation Citizenship  Cother Bank  Citizenship USA  If assignee is not domiciled in the United States, a domestic representative designation is attached:  (Designations must be a separate document from assignment)  I identification or description of the Trademark.  B. Trademark Registration No.(s)  See Schedule I  Additional sheet(s) attached?  Yes No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	☐ Authorized to be charged to deposit account ☐ Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3365	
Docket Number:	Deposit Account Number
Email Address: ecarrera@cahill.com	Authorized User Name
9. Signature: Elaine Can	October 26, 2018
Signature	Date
Elaine Carrera  Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2018 (this "<u>Agreement</u>"), among STAFF PRO INC. (the "<u>Grantor</u>") and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the "<u>First Lien Collateral Agent</u>").

Reference is hereby made to (i) that certain Amended and Restated First Lien Credit Agreement, dated as of August 1, 2016 (as amended pursuant to that certain Incremental Amendment, dated as of April 19, 2017, and that certain Incremental and Extension Amendment, dated as of October 26, 2018, and as further amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), by and among Allied Universal Topco LLC, a Delaware limited liability company ("Holdings"), Allied Universal Holdco LLC, a Delaware limited liability company (the "Borrower"), the Lenders party thereto and Credit Suisse AG, as First Lien Administrative Agent and (ii) that certain First Lien Collateral Agreement, dated as of July 28, 2015 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), by and among Holdings, the Borrower, the other Grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of a "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. <u>Termination</u>. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to release and evidence the release of the collateral pledge, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. <u>First Lien Collateral Agreement</u>. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. <u>Governing Law</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STAFF PRO INC., as Grantor

By:

Name: William A. Torzolini Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent

By:

Name: William O'Daly

Title: Authorized Signatory

By:

Name: Whitney Gaston

Title: Authorized Signatory

# Schedule I

# [	Mark	Registration/Application No.	Registration/Application Date
1.	The Event Staffing Professionals	3808694	06/22/2010

**RECORDED: 10/26/2018**