

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM520115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Addison Group Staffing Services, LLC		04/15/2019	Limited Liability Company: DELAWARE
Addison Professional Financial Search LLC		04/15/2019	Limited Liability Company: DELAWARE
David M. Lewis Company, LLC		04/15/2019	Limited Liability Company: DELAWARE
Mondo International, LLC		04/15/2019	Limited Liability Company: DELAWARE
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: 15			
Property Type	Number	Word Mark	
Registration Number:	4337631	ADDISON GROUP	
Registration Number:	4253615	CVPARTNERS	
Registration Number:	4253616	CVPARTNERS IN TECHNOLOGY	
Registration Number:	4253617	CVPARTNERS EXECUTIVE SEARCH	
Registration Number:	4257035	CV CV PARTNERS	
Registration Number:	4607902	HC PARTNERS	
Registration Number:	4260792	CV CVPTECHNOLOGY	
Registration Number:	4257039	CV CVP EXECUTIVE SEARCH	
Serial Number:	88289519	HC PARTNERS	
Registration Number:	4439606	MONDO	
Registration Number:	3779550	CQ CONSULTANT QUOTIENT	
Registration Number:	3441471	DLC	
Registration Number:	3432068	DL C	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	5016518	BEACON RESOURCES
Registration Number:	5118032	KRANZ & ASSOCIATES HELPING COMPANIES BUI

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-16114

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 04/22/2019

Total Attachments: 5

source=2019 A&R - Trademark Security Agreement (Addison)#page1.tif

source=2019 A&R - Trademark Security Agreement (Addison)#page2.tif

source=2019 A&R - Trademark Security Agreement (Addison)#page3.tif

source=2019 A&R - Trademark Security Agreement (Addison)#page4.tif

source=2019 A&R - Trademark Security Agreement (Addison)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2019 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of PNC Bank, National Association, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and

solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF 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 (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

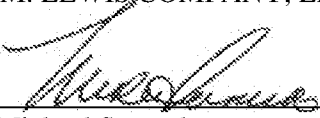
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GRANTORS:

ADDISON GROUP STAFFING SERVICES, LLC
ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
MONDO INTERNATIONAL, LLC
DAVID M. LEWIS COMPANY, LLC

By: 
Name: Michael Samuels
Title: Chief Financial Officer and Secretary

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By:  _____

Name: Christopher Gauch

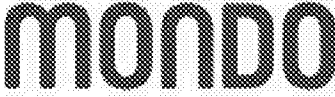


Title: Senior Vice President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006624 FRAME: 0806

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Owner	Mark	Serial No.	Application Date	Registration No.	Registration Date
Addison Group Staffing Services, LLC	ADDISON GROUP	85680020	July 18, 2012	4337631	May 21, 2013
Addison Professional Financial Search, LLC	CVPartners	85599323	April 16, 2012	4253615	December 4, 2012
Addison Professional Financial Search, LLC	CVPartners In Technology	85599338	April 16, 2012	4253616	December 4, 2012
Addison Professional Financial Search, LLC	CVPartners Executive Search	85599344	April 16, 2012	4253617	December 4, 2012
Addison Professional Financial Search, LLC	CV CV Partners	85600438	April 17, 2012	4257035	December 11, 2012
Addison Professional Financial Search, LLC	HC Partners	85600507	April 17, 2012	4607902	September 23, 2014
Addison Professional Financial Search, LLC	CV Cvptechology	85600532	April 17, 2012	4260792	December 18, 2012
Addison Professional Financial Search, LLC	CV CVP Executive Search	85600564	April 17, 2012	4257039	December 11, 2012
Addison Professional Financial Search, LLC	HC Partners	88289519	February 5, 2019	None	None
Mondo International, LLC		85896059	April 5, 2013	4439606	November 26, 2013
David M. Lewis Company, LLC	CQ CONSULTANT QUOTENT	78706516	December 11, 2006	3779550	May 20, 2008
David M. Lewis Company, LLC	DLC	77061869	December 11, 2006	3441471	May 20, 2008
David M. Lewis Company, LLC	DLC & DESIGN	77061872	December 11, 2006	3432068	May 20, 2008
David M. Lewis Company, LLC		86824578	December 11, 2006	5016518	May 20, 2008
David M. Lewis Company, LLC		87018364	December 11, 2006	5118032	June 3, 2008