

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BG Staffing, Inc.		07/16/2019	Corporation:
BG Personnel, LP		07/16/2019	Limited Partnership:
BG Staffing, LLC		07/16/2019	Limited Liability Company:
BG Finance and Accounting, Inc.		07/16/2019	Corporation:
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2189451	BG PERSONNEL SERVICES	
Registration Number:	3930355	INSTAFF	
Registration Number:	3934652	TRIANCE	
Registration Number:	4038738	TRIANCE	
Registration Number:	3256059	ZYCRON	
Registration Number:	3951257	ACCOUNTABLE SEARCH	
Registration Number:	2583592	SMART RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,blair.raggio@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		

OP \$190.00 2189451

NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	07/17/2019
Total Attachments: 5 source=BG Staffing Security Agreement#page1.tif source=BG Staffing Security Agreement#page2.tif source=BG Staffing Security Agreement#page3.tif source=BG Staffing Security Agreement#page4.tif source=BG Staffing Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of July 16, 2019, is made by each of the Persons party hereto as "Grantor" (collectively, the "*Grantors*" and each, a "*Grantor*") and BMO Harris Bank N.A., as Administrative Agent ("*Secured Party*"), for each of the Secured Creditors.

Background

WHEREAS, Secured Party, BG Staffing, Inc., a Delaware Corporation (the "*Borrower*") and the Lenders party thereto have entered into that certain Credit Agreement dated as of July 16, 2019 (such agreement, as hereafter amended, modified, supplemented or amended and restated from time to time, the "*Credit Agreement*"), pursuant to which the Lenders shall make loans and other financial accommodations to the Borrower pursuant to the terms thereof;

WHEREAS, in connection with the Credit Agreement, the Borrower, each other Grantor, the other Subsidiaries of the Borrower party thereto and Secured Party have entered into that certain Security Agreement dated as of July 16, 2019 (such agreement, together with all amendments and restatements thereto, the "*Security Agreement*"), pursuant to which each of the Grantors granted to Secured Party a security interest in, and lien on, substantially all of the assets of such Grantor; and

WHEREAS, the Credit Agreement and the Security Agreement require that the Grantors execute and deliver this Agreement and to grant to Secured Party, for the benefit of the Secured Creditors, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Creditors to (a) make Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, and (b) make financial accommodations under Bank Product Agreements, each Grantor hereby agrees with Secured Party, for its benefit and the benefit of other Secured Creditors, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance, as the case may be, in full of Secured Obligations, each Grantor hereby assigns to, and pledges and grants to Secured Party, for the benefit of Secured Creditors, a security interest in the entire right, title, and interest of such Grantor in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

- (a) All Trademarks referred to in Schedule I attached hereto;

(b) all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing; and

(c) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit and the benefit of each Secured Creditor under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party and each Secured Creditor thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

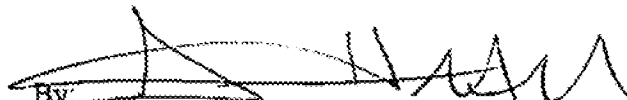
SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTORS:

BG STAFFING, INC.


By: _____

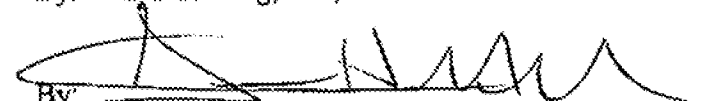
Name: Dan Hollenbach

Title: Chief Financial Officer

BG PERSONNEL, LP

By: BG Staffing, LLC, its General Partner

By: BG Staffing, Inc., its Sole Member

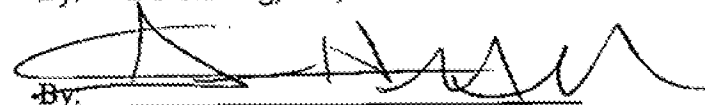

By: _____

Name: Dan Hollenbach

Title: Chief Financial Officer

BG STAFFING, LLC

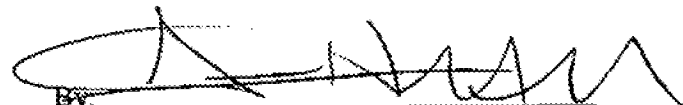
By: BG Staffing, Inc., its Sole Member


By: _____

Name: Dan Hollenbach

Title: Chief Financial Officer

BG FINANCE AND ACCOUNTING, INC.


By: _____

Name: Dan Hollenbach

Title: Chief Financial Officer

Signature page to
Trademark Security Agreement

#68549143

TRADEMARK
REEL: 006696 FRAME: 0251

SECURED PARTY:

BMO HARRIS BANK N.A.

By: 

Name: Kyle J. Weiss

Title: Vice President

Signature page to
Trademark Security Agreement

#68549143

TRADEMARK
REEL: 006696 FRAME: 0252

SCHEDULE 1
to Trademark Security Agreement

Trademarks

Trademark	Registration No.	Serial No.	Filing Date	Registration Date	Grantor
BG PERSONNEL SERVICES	2189451	75351490	9/4/1997	9/15/1998	BG Personnel, LP
INSTAFF	3930355	76703842	7/20/2010	3/15/2011	BG Staffing, Inc.
TRIANCE	3934652	76701303	1/21/2010	3/22/2011	BG Staffing, Inc.
TRIANCE & Design	4038738	76703844	7/20/2010	10/11/2011	BG Staffing, Inc.
Zycron	3256059	78951598	8/14/2006	6/26/2007	BG Staffing, LLC
ACCOUNTABLE SEARCH	3951257	77534879	7/30/2008	4/26/2011	BG Finance and Accounting, Inc.
SMART RESOURCES	2583592	76138054	9/28/2000	6/18/2002	BG Finance and Accounting, Inc.