

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544137

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
C&A Industries, LLC		10/07/2019	Limited Liability Company: NEBRASKA

RECEIVING PARTY DATA

Name:	UBS AG, Stamford Branch, as collateral agent
Street Address:	600 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2475827	AUREUS EXECUTIVE
Registration Number:	2727856	AUREUS FINANCE & ACCOUNTING
Registration Number:	2410634	AUREUS GROUP
Registration Number:	2878734	AUREUS MEDICAL GROUP
Registration Number:	2838132	AURHOMES
Registration Number:	4077283	AURSTAFF
Registration Number:	3973844	AURTRAVEL
Registration Number:	3114712	FOCUSONE SOLUTIONS
Registration Number:	2621239	MATCH HIRE

CORRESPONDENCE DATA

Fax Number:

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: 2136207848

Email: iprecordations@whitecase.com

Correspondent Name: Justine Lu/White & Case LLP

Address Line 1: 555 South Flower Street, 2700

Address Line 4: Los Angeles, CALIFORNIA 90071

CH \$240.00 2475827

ATTORNEY DOCKET NUMBER:	1145754-0017-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	10/07/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of October 7, 2019, by and between **C & A INDUSTRIES, LLC**, a Nebraska limited liability company ("C & A Industries" or the "Grantor") and **UBS AG, STAMFORD BRANCH**, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Pledge and Security Agreement, dated as of June 14, 2017 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders and the other Secured Parties to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) the Trademarks of the Grantor listed on Schedule I attached hereto (excluding any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" 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 under applicable federal law); (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 without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Trademark Collateral").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an

instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

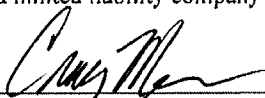
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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


C & A INDUSTRIES, LLC,
a Nebraska limited liability company

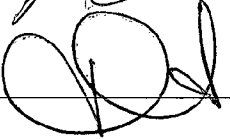
By: 
Name: Craig Mejer
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  Housseem Daly
Associate Director
Banking Products Services, US
Name: _____
Title: _____

By:  Darlene Arias
Director
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark	Jurisdiction	Registration Number/ Application Number	Registration Date / Application Date
C & A Industries, Inc.	AUREUS EXECUTIVE	United States	2475827 76109216	8/7/2001 8/11/2000
C & A Industries, Inc.	AUREUS FINANCE & ACCOUNTING	United States	2727856 7625931	6/17/2003 5/11/2001
C & A Industries, Inc.	AUREUS GROUP	United States	2410634 75877193	12/5/2000 12/21/1999
C & A Industries, Inc.	AUREUS MEDICAL GROUP	United States	2878734 76523184	8/31/2004 6/16/2003
C & A Industries, Inc.	AURHOMES	United States	2838132 76514910	5/4/2004 5/16/2003
C & A Industries, Inc.	AURSTAFF	United States	4077283 85370623	12/27/2011 7/13/2011
C&A Industries, Inc.	AURTRAVEL	United States	3973844 85149633	6/7/2011 10/11/2010

Owner/Creator	Trademark	Jurisdiction	Registration Number/ Application Number	Registration Date / Application Date
C & A Industries, Inc.	FOCUSONE SOLUTIONS	United States	3114712 76607859	7/11/2006 8/20/2004
C & A Industries, Inc.	MATCH HIRE	United States	2621239 76349381	9/17/2002 12/17/2001

TRADEMARK

REEL: 006765 FRAME: 0150

RECORDED: 10/07/2019