

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trace Staffing Solutions, LLC		11/18/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Georgia Banking Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5354566	T TRACE STAFFING SOLUTIONS	
Registration Number:	4622436	TRACE STAFFING SOLUTIONS	
Registration Number:	5780773	#ONETRACE	
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>			
Email:	trademarks@agg.com		
Correspondent Name:	Anuj Desai / Arnall Golden Gregory LLP		
Address Line 1:	171 17th Street NW		
Address Line 2:	Suite 2100		
Address Line 4:	ATLANTA, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	14686.253		
NAME OF SUBMITTER:	Anuj Desai		
SIGNATURE:	/Anuj Desai/		
DATE SIGNED:	11/20/2019		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 18, 2019, is made by the entity identified on the signature page hereto as the Grantor (the “Grantor”), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties and for the banks and other financial institutions (the “Lenders”) from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of October 2, 2017 (as may have been and may be subsequently amended, restated, supplemented or otherwise modified from time-to-time, the “Credit Agreement”), among Borrowers party thereto, the lenders from time to time parties thereto and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Guaranty and Security Agreement, dated as of October 2, 2017 (as may have been and may be subsequently amended, restated, supplemented or otherwise modified from time-to-time, the “Guaranty and Security Agreement”) in favor of Administrative Agent, 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 Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Borrowers thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law (without giving effect to the conflict of law principles thereof) of the State of Georgia.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

TRACE STAFFING SOLUTIONS, LLC, a Georgia
limited liability company, as Grantor

By: 

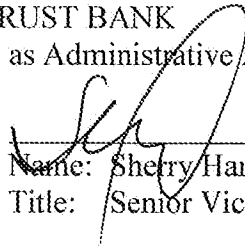
Name: Jerry B. Nowlin

Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By:



Name: Sherry Harris
Title: Senior Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

OWNER	MARK	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
Trace Staffing Solutions, LLC	TRACE STAFFING SOLUTIONS	87439080	5/5/2017	5354566	12/12/2017	Registered
Trace Staffing Solutions, LLC	TRACE STAFFING SOLUTIONS	86101870	10/25/2013	4622436	10/14/2014	Registered
Trace Staffing Solutions, LLC	#ONETRACE	88192921	11/14/2018	5780773	6/18/2019	Registered