

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RE-SOURCING GROUP LLC		11/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TREE LINE CAPITAL PARTNERS, LLC, as Administrative Agent		
Street Address:	600 Lexington Avenue, Suite 1401		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2272492	RE-SOURCING	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254000		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth, P.C.		
Address Line 2:	660 NEWPORT CENTER DRIVE, SUITE 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	104285-0017		
NAME OF SUBMITTER:	Arnold Mina		
SIGNATURE:	/Arnold Mina/		
DATE SIGNED:	11/21/2019		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made this 15th day of November, 2019, by and among the Grantors listed on the signature page hereof ("*Grantors*"), and TREE LINE CAPITAL PARTNERS, LLC, a Delaware limited liability company ("*Tree Line*"), as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "*Administrative Agent*") and as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the "*Collateral Agent*", and together with the Administrative Agent, collectively, the "*Agents*" and each an "*Agent*").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among RE-SOURCING ACQUISITIONCO, INC., a Delaware corporation ("*Holdings*") (as the initial Borrower, whose rights and obligations hereunder will be assigned to and assumed by Administrative Borrower and the other Borrowers on the Closing Date immediately following consummation of the Closing Date Acquisition pursuant to the Closing Date Assignment and Assumption described herein), THE RE-SOURCING GROUP LLC, a Delaware limited liability company (the "*Administrative Borrower*"), J.W. MICHAELS & CO. LLC, a Delaware limited liability company ("*JWM*"), JW ACQUISITION LLC, a Delaware limited liability company ("*JW Acquisition*"), EXECUSOURCE LLC, a Delaware limited liability company ("*Execusource*"), PERENNIAL RESOURCES LLC, a Delaware limited liability company ("*PRI*"), PARTNERSHIP EMPLOYMENT CHICAGO LLC, a Delaware limited liability company ("*PE Chicago*"), PARTNERSHIP EMPLOYMENT DALLAS LLC, a Delaware limited liability company ("*PE Dallas*"), PARTNERSHIP EMPLOYMENT WORCESTER LLC, a Delaware limited liability company ("*PE Worcester*"), PRI NJ FINANCE & ACCOUNTING LLC, a Delaware limited liability company ("*PRI NJ*"), COMPLIANCE RISK CONCEPTS LLC, a Delaware limited liability company ("*CRC*"), PARTNERSHIP EMPLOYMENT NEW YORK LLC, a Delaware limited liability company ("*PE NY*"), PARTNERSHIP EMPLOYMENT DC LLC, a Delaware limited liability company ("*PE DC*"), RISK RESOURCE SOLUTIONS LLC, a Delaware limited liability company ("*RRS*"), and CAREER PATH GROUP LLC, a Delaware limited liability company ("*CPG*"), TECHNOLOGY NAVIGATORS, LLC, a Delaware limited liability company ("*TN*" and, together with Administrative Borrower, JWM, JW Acquisition, Execusource, PRI, PE Chicago, PE Dallas, PE Worcester, CRC, PE NY, PE DC, PRI NJ, RRS and CPG, each individually a "*Borrower*," and, collectively, the "*Borrowers*" or the "*Re-Sourcing Companies*"), the lenders from time to time party hereto (each a "*Lender*" and, collectively, the "*Lenders*") and, the other Loan Parties from time to time party thereto, and Tree Line, Tree Line agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Tree Line is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Tree Line that certain Guaranty and Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Tree Line this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby unconditionally grant, assign, and pledge to Tree Line to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “*Security Interest*”) in all of Grantors’ right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all of its Trademarks and Intellectual Property pertaining to Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Intellectual Property pertaining to Trademarks; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Intellectual Property pertaining to Trademarks; provided that Trademark Collateral shall not include any “intent to use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” trademark applications under applicable federal law.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors to Tree Line, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any provision of the Bankruptcy Code, or under any other bankruptcy or insolvency law, including, but not limited to, assignments for the benefit of creditors, formal or informal moratoriums, compositions, or extensions with some or all creditors involving Grantors.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Tree Line pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Tree Line 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If Grantors shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Tree Line with respect to any such new trademarks or renewal or extension of any trademark registration in accordance with Section 7.13 of the Credit Agreement. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Tree Line unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors; provided, that Tree Line shall promptly deliver to the Grantors a copy of the amended Schedule I and such schedule so delivered shall automatically be attached to and made a part of this Trademark Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Tree Line’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

THE RE-SOURCING GROUP LLC,
a Delaware limited liability company

By: Adam Lerner
Name: Adam Lerner
Title: Secretary

TECHNOLOGY NAVIGATORS, LLC,
a Delaware limited liability company

By: Adam Lerner
Name: Adam Lerner
Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
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TREE LINE

ACCEPTED AND ACKNOWLEDGED BY:

TREE LINE CAPITAL PARTNERS, LLC,
as Administrative Agent, Collateral Agent and as a
Lender

By: 

Name: Jon Schroeder

Title: Managing Partner

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006800 FRAME: 0799

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Registered Owner	Description	Registration Number	Registration Date	Expiration Date
The Re-Sourcing Group LLC	RE-SOURCING	2272492	08/24/1999	N/A
Technology Navigators, LLC	KEEP STAFFING WEIRD ¹	88357236	03/26/2019	N/A

¹ Currently, this trademark is owned by Technology Navigators, LP, who will transfer this trademark to Technology Navigators, LLC upon the consummation of the acquisitions of Technology Navigators, LP by Technology Navigators, LLC.

Schedule I
to Trademark Security Agreement

4816-6197-6489v7/104285-0017

RECORDED: 11/21/2019

TRADEMARK
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