

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PEOPLE 2.0 NORTH AMERICA LLC		03/06/2020	Limited Liability Company: FLORIDA
THE STAFFING EDGE ULC		03/06/2020	UNLIMITED LIABILITY COMPANY: BRITISH COLUMBIA
PEOPLE 2.0 GLOBAL, LLC		03/06/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARANON CAPITAL, L.P., AS AGENT		
<b>Street Address:</b>	303 WEST MADISON STREET		
<b>Internal Address:</b>	SUITE 2500		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2744174	PEOPLE 2.0	
<b>Registration Number:</b>	4605674	THE STAFFING EDGE	
<b>Registration Number:</b>	3157803	THE INDEPENDENT RECRUITER'S RESOURCE FOR	
<b>Registration Number:</b>	3725174	TFI RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8208		
<b>Email:</b>	alana.hernandez@katten.com		
<b>Correspondent Name:</b>	ALANA HERNANDEZ C/O KATTEN		
<b>Address Line 1:</b>	525 W. MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	ALANA HERNANDEZ		

CH \$115.00 2744174

<b>SIGNATURE:</b>	/ALANA HERNANDEZ/
<b>DATE SIGNED:</b>	03/06/2020
<b>Total Attachments: 7</b> source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif	

Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Agent pursuant to or in connection with this Agreement or any Other Document, and the exercise of any right or remedy by the Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement dated as of the Intercreditor Agreement dated as of March 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among PNC Bank, National Association, as the First Lien Agent thereunder, and Maranon Capital, L.P., as Second Lien Agent thereunder. In the event of any conflict between the terms of the Intercreditor Agreement and this agreement or any Other Document, the terms of the Intercreditor Agreement shall control.

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of this 6th day of March, 2020, by each of the grantors identified on Schedule 1 attached hereto (each a “**Grantor**” and collectively, the “**Grantors**”), in favor of Agent (as defined below) in connection with that certain Second Lien Term Loan, Guaranty and Security Agreement dated as of even date herewith (and as the same may hereafter be further amended, modified, supplemented or restated from time to time, being referred to herein as the “**Loan Agreement**”) by and among **PEOPLE 2.0 GLOBAL LLC**, a Delaware limited liability company (“**Global**”), **PEOPLE 2.0 NORTH AMERICA, LLC**, a Florida limited liability company (“**People 2.0 North America**”), **PEOPLE 2.0 SERVICES, LLC**, a Florida limited liability company (“**People 2.0 Services**”), **GLOBAL HR PARTNERS, LLC**, a limited liability company organized under the laws of the State of Florida (“**HR Partners**”), **REGIONAL P20, LLC** a Delaware limited liability company (“**Regional**”), **THE STAFFING EDGE ULC**, a British Columbia unlimited liability company (“**Staffing Edge**”), **CONTINGENT WORKFORCE SOLUTIONS ULC**, a British Columbia unlimited liability company (“**CWS**”), **CONTINGENT WORKFORCE SOLUTIONS INDUSTRIAL ULC**, a British Columbia unlimited liability company (“**CWSI**”), **CONTINGENT WORKFORCE SOLUTIONS USA LLC**, a Delaware limited liability company (“**CWS US**”), **PEOPLE 2.0 GLOBAL SERVICES, LLC**, a Florida limited liability company (“**Global Services**”), **P20 PARENT INC.**, a Delaware corporation (“**P20 Buyer**”) and **PEOPLE 2.0 INDUSTRIAL, LLC**, a Florida limited liability company (“**People 2.0 Industrial**”), **P20 ESG ACQUISITION PTY LTD**, an Australian limited liability company with Australian company number 638 769 963 (“**Australian Buyer**”, and together with Borrowing Agent, People 2.0 North America, People 2.0 Services, HR Partners, Regional, Staffing Edge, CWS, CWSI, CWS US, P20 Buyer, Global Services, People 2.0 Industrial and each other Person joined thereto as a borrower from time to time with the written consent of Agent, each a “**Borrower**” and jointly, severally and collectively, the “**Borrowers**”), **P20 GLOBAL HOLDINGS INC.**, a Delaware corporation (“**Holdings**”), **SEPT ACQUISITION COMPANY LP**, a Delaware limited partnership (“**Acquisition Co LP**”), **PEOPLE 2.0 NY OPERATIONS, LLC**, a Delaware limited liability company (“**NY Operations**”), **AP CAREERS HOLDCO, INC.**, a Delaware corporation (“**AP Careers**”), **STAFFING EDGE LLC**, a Delaware limited liability company (“**SE LLC**”), **CWS ACQUISITION LP**, a Delaware limited partnership (“**CWS Acquisition Co**”), **CWSI ACQUISITION LP**, a Delaware limited partnership (“**CWSI Acquisition Co**”), **CAPITAL GES LIMITED**, a private limited company with registered number 611080 incorporated in Ireland (“**Irish Holdco**”), **BRIDGEWATER SA**, a Swiss company limited by shares (“**Bridgewater**”), **SIGMA MANAGEMENT SERVICES S.A.**, a Swiss company limited by shares (“**Sigma**”), **CAPITAL**

**GES SA**, a Swiss company limited by shares (“**Capital**”), **P20 WPP ACQUISITION B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**WPP AcquireCo**”), **WEPAYPEOPLE HOLDING B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**WPP Holding**”), **WEPAYPEOPLE B.V.**, a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands (“**WPP**”, and together with Holdings, Acquisition Co LP, NY Operations, AP Careers, SE LLC, CWS Acquisition Co, CWSI Acquisition Co, CWSI Acquisition Co, Irish Holdco, Bridgewater, Sigma, Capital, WPP AcquireCo, WPP Holding, and from and after the Australian Joinder Date, the Additional Australian Guarantors, and each other Person joined thereto as a guarantor from time to time with the written consent of Agent, each a “**Guarantor**” and jointly, severally and collectively, the “**Guarantors**”; the Borrowers and Guarantors are referred to therein as the “**Obligors**”), **MARANON CAPITAL, L.P.**, a Delaware limited partnership (individually, “**Maranon**”), as a lender to the Borrowers thereunder (in such capacity, together with the other Persons which are now or which thereafter become a party thereto as a lender, collectively with Maranon in such capacity, the “**Lenders**” and each individually a “**Lender**”) and Maranon, as agent for Lenders (in such capacity, the “**Agent**”). Capitalized terms not otherwise defined herein shall have the meanings provided in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, excluding, however, any such property or assets constituting Excluded Property, (collectively, the “**IP Collateral**”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyright registrations and copyright applications (collectively, “**Copyrights**”) and all of the goodwill of the business connected with the

use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor's patents and patent applications (collectively, "**Patents**"), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor's trademarks, trademark applications, service marks, trade names, mask works (collectively, "**Trademarks**"), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Loan Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect,

invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

*[Remainder of Page Intentionally Left Blank; Signature Pages Follow]*

Each of the Grantors has signed this Agreement as of the day and year first above written.

**PEOPLE 2.0 NORTH AMERICA LLC**, a Florida  
limited liability company

By: \_\_\_\_\_

Name: Jon Gatta

Title: Controller and Treasurer

**THE STAFFING EDGE ULC**, a British Columbia  
unlimited liability company

By: \_\_\_\_\_

Name: Jon Gatta

Title: Controller and Treasurer

**PEOPLE 2.0 GLOBAL, LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_

Name: Jon Gatta

Title: Controller and Treasurer

Intellectual Property Security Agreement

**TRADEMARK**  
**REEL: 006884 FRAME: 0748**

ACKNOWLEDGED AND AGREED AS  
OF THE DAY ABOVE FIRST WRITTEN:

**MARANON CAPITAL, L.P.**, as Agent

By: *Laura Albrecht*  
Name: Laura Albrecht  
Title: Managing Director



SCHEDULE 1

INTELLECTUAL PROPERTY

Copyrights:

None.

Patents:

None.

Trademarks:

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date	Grantor
THE STAFFING EDGE	Canada	1334099	05-FEB-2007	TMA763962	12-APR-2010	The Staffing Edge ULC
ARMOR PERSONNEL	Canada	383056	18-FEB-1975	TMA211749	30-JAN-1976	The Staffing Edge ULC
CONTINGENT WORKFORCE SOLUTIONS INDUSTRIAL	State (Wyoming)			2018-000810157	29-JUN-2018	PEOPLE 2.0 INDUSTRIAL, LLC
PEOPLE 2.0	USPTO	76336101	13-NOV-2001	2744174	29-JUL-2003	PEOPLE 2.0 GLOBAL, LLC
THE STAFFING EDGE	USPTO	77116854	27-FEB-2007	4605674	16-SEP-2014	THE STAFFING EDGE ULC
THE INDEPENDENT RECRUITER'S RESOURCE FOR TEMPORARY AND CONTRACT PLACEMENTS	USPTO	78741399	27-OCT-2005	3157803	17-OCT-2006	PEOPLE 2.0 NORTH AMERICA, LLC
TFI RESOURCES	USPTO	77738044	15-MAY-2009	3725174	15-DEC-2009	PEOPLE 2.0 NORTH AMERICA, LLC