

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586917

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Security Agreement
RESUBMIT DOCUMENT ID:	900556837

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Solomon-Page Group LLC		06/30/2020	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2473224	SOLOMON PAGE GROUP
Registration Number:	2421383	SPG
Registration Number:	3274811	CLINICAL RESOURCE NETWORK
Registration Number:	3206179	CRN
Registration Number:	3367021	PREP
Registration Number:	1705322	THE BANKERS REGISTER
Registration Number:	3905696	SMART OUTSOURCING SOLUTIONS
Registration Number:	3902052	TALENT NOW
Registration Number:	3902053	TALENT NOW
Registration Number:	5056226	SP SOLOMON PAGE
Registration Number:	5056227	SP CRN

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

TRADEMARK

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Andrew Frank Garcia
SIGNATURE:	/Andrew Frank Garcia/
DATE SIGNED:	07/16/2020

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of June 30, 2020, is made by THE SOLOMON-PAGE GROUP LLC, a New York limited liability company ("Grantor") in favor of Israel Discount Bank of New York (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, Grantor, certain affiliates of the Grantor (and together with Grantor, collectively, the "Borrowers"), and THE SOLOMON-PAGE GROUP LTD., a Delaware corporation ("Parent"), have entered into a Credit and Security Agreement, dated as of even date herewith (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent and the lenders (the "Lenders") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Agent as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only United States 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.
3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.
4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, CHOICE OF FORUM; SERVICE OF PROCESS; JURY TRIAL WAIVER SET FORTH IN SECTION 13.2 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature pages follow]

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

THE SOLOMON-PAGE GROUP LLC

By: 

Name: Lloyd B. Solomon

Title: Managing Director

[Signature Page to Trademark Security Agreement (Solomon Page)]

TRADEMARK
REEL: 006996 FRAME: 0503

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK,
as Agent

DocuSigned by:
Stephen Leavenworth
By: _____
Name: Stephen M. Leavenworth
Title: Senior Vice President

DocuSigned by:
Frank Mancini
By: _____
Name: Frank Mancini
Title: First Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered Owner	Trademark	Registration Number	Registration Date	Next Renewal Date
THE SOLOMON-PAGE GROUP LLC	SOLOMON PAGE GROUP	2,473,224	07/31/2001	07/31/2021
THE SOLOMON-PAGE GROUP LLC	SPG	2,421,383	01/16/2001	01/16/2021
THE SOLOMON-PAGE GROUP LLC	CLINICAL RESOURCE NETWORK	3,274,811	08/07/2007	08/07/2027
THE SOLOMON-PAGE GROUP LLC	CRN	3,206,179	02/06/2007	02/06/2027
THE SOLOMON-PAGE GROUP LLC	PREP	3,367,021	01/08/2008	01/08/2028
THE SOLOMON-PAGE GROUP LLC	THE BANKERS REGISTER	1,705,322	08/04/1992	08/04/2022
THE SOLOMON-PAGE GROUP LLC	SMART OUTSOURCING SOLUTIONS	3,905,696	01/11/2011	01/11/2021
THE SOLOMON-PAGE GROUP LLC	TALENT NOW	3,902,052	01/04/2011	01/04/2021
THE SOLOMON-PAGE GROUP LLC	TALENT NOW	3,902,053	01/04/2011	01/04/2022
THE SOLOMON-PAGE GROUP LLC	SP SOLOMON PAGE	5,056,226	10/04/2016	10/04/2022
THE SOLOMON-PAGE GROUP LLC	SP CRN	5,056,227	10/04/2016	10/04/2022