

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM589285

<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>
Paramount Staffing Solutions LLC		07/29/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A.		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1459493	TALENT FORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	15494204		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		
<b>SIGNATURE:</b>	/william r siegel/		
<b>DATE SIGNED:</b>	07/29/2020		
<b>Total Attachments: 5</b>			
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source=BMO_Proman - Trademark Security Agreement (July 2020)#page4.tif			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2020 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Paramount Staffing Solutions LLC ("Grantor") in favor of BMO Harris Bank N.A. ("Secured Party"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

WHEREAS, Grantor owns the trademarks listed on Schedule A annexed hereto;

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 18, 2018 (as amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Paramount Staffing LLC, Paramount Staffing Perm LLC, Prostar Staffing LLC and TalentForce LLC, as borrowers ("Borrowers"), and Secured Party, as bank, Secured Party agreed to make certain loans and extend certain other financial accommodations to Borrowers; and

WHEREAS, pursuant to the Credit Agreement, Borrowers and Secured Party entered into that certain General Security Agreement, dated as of June 18, 2018 (as amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Secured Party a continuing security interest in, among other Collateral, certain trademarks of Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate governmental authorities;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to Secured Party is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Obligations, Grantor hereby pledges, assigns and grants to Secured Party a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos

and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by Grantor, including, without limitation, each trademark registration and application listed on Schedule A hereto (but excluding any "intent to use" trademark application for which a statement of use has not been filed (but only until such statement is filed));

- b) all reissues, continuations or extensions of any of the foregoing;
- c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- d) all income, royalties and proceeds 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 claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof of any trademark or trademark application listed on Schedule A hereto, or injury to the goodwill associated with any of the foregoing.

Section 3. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks and trademark applications subject to a security interest hereunder.

Section 4. Binding Effect. This Agreement shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of Secured Party and its successors and assigns.

Section 5. Governing Law. This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

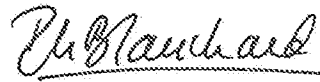
Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first above written.

**GRANTOR:**

PARAMOUNT STAFFING SOLUTIONS LLC

By:   
Name: *Philippe Blanchard*  
Title: *Authorized Signatory*

ACKNOWLEDGED AND AGREED

as of the date first above written:

**BMO HARRIS BANK N.A.,**

as Secured Party

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

Name:

Title:

[Signature Page to Trademark Security Agreement]

**SCHEDULE A**  
**TRADEMARKS**

<b>OWNER</b>	<b>SERIAL NUMBER</b>	<b>FILING DATE</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>MARK</b>
Paramount Staffing Solutions LLC	73630740	November 17, 1986	1459493	September 29, 1987	Talent Force