

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624510

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO CORPORATION		02/03/2021	Corporation: DELAWARE
PRO UNLIMITED GLOBAL SOLUTIONS, INC.		02/03/2021	Corporation: DELAWARE
PRO UNLIMITED, INC.		02/03/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2779139	THE PEOPLE BLUE BOOK	
Registration Number:	2809954	PEOPLE TICKER	
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>			
Phone:	2023704750		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1323988		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	02/04/2021		

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Total Attachments: 7

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment"), dated as of February 3, 2021, by each of the signatories hereto (each such Person individually, a "Grantor" and collectively, the "Grantors"), in favor of **CITIZENS BANK, N.A.**, as agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Loan Agreement referred to below), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Amended and Restated Loan and Security Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Loan Agreement"), by, among others, (i) the Borrowers from time to time party thereto, (ii) the Guarantors from time to time party thereto, (iii) the Lenders from time to time party thereto (individually, a "Lender" and, collectively, the "Lenders"), (iv) the Agent, and (v) the Issuing Bank, pursuant to which the Lenders have agreed to make Loans to the Borrowers, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrowers, upon the terms and subject to the conditions specified in the Loan Agreement;

WHEREAS, reference is also made to that certain Intellectual Property Security Agreement, dated as of March 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "IP Security Agreement"), by and among the Grantors and the Agent, pursuant to which, among other things, the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a continuing security interest in and to the IP Collateral (as defined therein);

WHEREAS, the Grantors have advised the Agent that certain of the Grantors have acquired additional IP Collateral;

WHEREAS, the Grantors and the Agent now wish to amend, modify and supplement the IP Security Agreement, as more particularly set forth in this First Amendment.

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

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the same meaning herein as in the IP Security Agreement or the Loan Agreement (as applicable).
2. Amendments to IP Security Agreement. The provisions of the IP Security Agreement are hereby amended as follows:
 - (a) by supplementing **EXHIBIT B** thereto by adding to such **EXHIBIT B** the **EXHIBIT B-1** annexed hereto, and the IP Collateral described in Section 2(a) of

the IP Security Agreement shall be deemed to include the Patents described on such **EXHIBIT B-1** (the “New Patents”). For purposes of clarity, such **EXHIBIT B-1** shall be deemed to supplement, rather than replace, **EXHIBIT B** annexed to the IP Security Agreement; and

- (b) by supplementing **EXHIBIT C** thereto by adding to such **EXHIBIT C** the **EXHIBIT C-1** annexed hereto, and the IP Collateral described in Section 2(a) of the IP Security Agreement shall be deemed to include the Trademarks and Trademark Licenses described on such **EXHIBIT C-1** (the “New Trademarks”, and together with the New Patents, collectively, the “New IP”). For purposes of clarity, such **EXHIBIT C-1** shall be deemed to supplement, rather than replace, **EXHIBIT C** annexed to the IP Security Agreement.

3. Ratification of Security Interest. Each Grantor hereby ratifies the security interest granted by such Grantor to the Agent (for the benefit of the Secured Parties) under the Loan Agreement, and as further security for the prompt payment or performance, as the case may be, of all Secured Obligations, grants to the Agent (for its own benefit and the benefit of the other Secured Parties) a continuing security interest in and Lien upon all of the present and future right, title and interest of such Grantor in and to the New IP, whether now owned or existing or hereafter acquired or arising, together with all of such Grantor’s assets of the type described in clauses (a), (b) and (c) of Section 2 of the IP Security Agreement relating to the New IP, as well as all products, proceeds, substitutions, and accessions of or to the foregoing (all of the foregoing, collectively, the “New IP Collateral”).

4. Effect on IP Security Agreement. Except as specifically provided herein, all of the terms and conditions of the IP Security Agreement shall remain in full force and effect. Each Grantor hereby ratifies, confirms, and reaffirms all representations, warranties, and covenants contained therein. Without limiting the generality of the foregoing, each Grantor hereby acknowledges, confirms and agrees that all IP Collateral (including the New IP Collateral) shall continue to secure the Secured Obligations.

5. Miscellaneous.

- (a) This First Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one instrument. Delivery of a signature page of this First Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart hereof.

- (b) THIS FIRST AMENDMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. If any provision hereof is found to be invalid under

Applicable Law, it shall be ineffective only to the extent of such invalidity and the remaining provisions of this First Amendment shall remain in full force and effect.

- (c) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS AND TO SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[signature pages follow]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this First Amendment to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

**PRO CORPORATION
PRO UNLIMITED GLOBAL SOLUTIONS,
INC.
PRO UNLIMITED, INC.**

By: _____

Name: Teresa Golio

Title: Sr. Vice President, Finance

AGENT:

CITIZENS BANK, N.A.

By: 

Name: Kenneth Wales

Title: Vice President

EXHIBIT B-1

Supplemental List of Patents and Patent Applications

Issued Patents

<u>Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
PRO Unlimited Global Solutions, Inc.	Augmented Reality Campus Assistant	10846935	Nov. 24, 2020

Patent Applications

<u>Applicant</u>	<u>Title</u>	<u>Application No.</u>	<u>Date of Filing</u>
PRO Unlimited Global Solutions, Inc.	Automated Chat System for Web and Mobile	16/785,457	February 7, 2020
PRO Unlimited Global Solutions, Inc.	Augmented Reality Badge System	16/382,128	April 11, 2019
PRO Unlimited Global Solutions, Inc.	Universal Position Model Assisted Staffing Platform	16/382,116	April 11, 2019
PRO Unlimited Global Solutions, Inc.	Virtual Staffing Assistant	16/382,119	April 11, 2019
PRO Unlimited Global Solutions, Inc.	Mobile Application for Staffing Suppliers	16/382,112	April 11, 2019
PRO Unlimited Global Solutions, Inc.	RatePoint (System for Providing Pay Rate Guidance for a Job Position)	17/114,221	December 7, 2020

EXHIBIT C-1

Supplemental List of Trademarks, Trademark Applications and Trademark Licenses

Trademark Registrations and Applications

Registered Owner of Trademark or Servicemark	Trademark or Servicemark	Country	Reg./App. Number	Reg. Date	Status
PRO Unlimited, Inc.	THE PEOPLE BLUE BOOK	USA	2779139	November 4, 2003	Registered
PRO Unlimited, Inc.	PEOPLE TICKER	USA	2809954	February 3, 2004	Registered

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