

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRGTS, LLC		03/03/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	LBC CREDIT AGENCY SERVICES, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	555 E. LANCASTER AVENUE, SUITE 450		
Internal Address:	C/O LBC CREDIT PARTNERS, INC.		
City:	RADNOR		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6246880	VERIGON	
Registration Number:	3894937	PRGX	
Registration Number:	3980876	PRGX	
Registration Number:	5152239	THRIVE IN THE DATA	
Registration Number:	5439396	PRGX OPTIX	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 PEACHTREE STREET, SUITE 2100		
Address Line 2:	MCGUIREWOODS LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	PRGX - 2080125.0003		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		

OP \$140.00 6246880

DATE SIGNED:	03/03/2021
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Total Attachments: 6

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Trademark Security Agreement

This Trademark Security Agreement (this “Trademark Security Agreement”) is made this 3rd day of March, 2021, by and among each of the parties listed on the signature pages hereof (collectively, jointly and severally, the “Debtors” and each, individually, a “Debtor”) and LBC Credit Agency Services, LLC, as Administrative Agent (in such capacity, together with its successors and permitted assigns in such capacity, the “Administrative Agent”).

WHEREAS, pursuant to that certain Credit and Guarantee Agreement, dated as of March 3, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto, and the Administrative Agent, the Lenders have agreed to make credit extensions and other financial accommodations from time to time to the Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make such extensions of credit and other financial accommodations as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Debtors shall have executed and delivered to the Administrative Agent that certain Security Agreement, dated as of March 3, 2021 (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, the Debtors are required to execute and deliver to the Administrative Agent, for the benefit of the Credit Parties, 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, each Debtor hereby agrees 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 and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.3 of the Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. Grant of Security Interest in Trademark Collateral. Each Debtor hereby grants and pledges to the Administrative Agent, to secure the Obligations, a security interest (subject only to Permitted Liens) (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Debtor’s right, title and interest in, to and under the following Collateral of such Debtor (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I and all renewals and extensions thereof;

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

(c) all Proceeds of the foregoing, including any claim by such Debtor against third parties for past, present or future infringement, dilution or other impairment of any Trademark or any Trademarks exclusively licensed under any IP License.

3. Security For Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by the Debtors, or any of them, to the Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Debtor. Notwithstanding the foregoing, upon any exercise of remedies by the Administrative Agent or the Lenders in respect of any Debtor's Trademarks and Trademark IP Licenses, any then-existing permitted Trademark IP License agreement or other arrangements relating primarily to such Trademarks shall survive in full force and effect and be accepted by the Administrative Agent, and neither the Administrative Agent nor any Lender (or anyone acting on behalf of any of the foregoing) shall (i) terminate such license or arrangements, or petition a court to do so, (ii) take any steps to oppose such licensee's exercise of any rights under Section 365(n) of the Bankruptcy Code or (iii) interfere with the rights of such licensee to such Trademark Intellectual Property Licenses as provided in the applicable Trademark IP License agreement or arrangements, or petition a court to do so.

4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. The Debtors represent and warrant to the Administrative Agent and the Lenders that the Trademarks and Trademark IP Licenses listed on Schedule I annexed hereto constitute all of the Trademarks and Trademark IP Licenses now owned by the Debtors. If any Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement upon receipt of written notice of such new rights from a Loan Party by amending Schedule I to include any such new trademark rights of each Debtor. 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 the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. 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. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format (.pdf) shall be valid and binding to the same extent as 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.

7. Choice of Law and Venue, Jury Trial Waiver and Judicial Reference Provision. This Trademark Security Agreement shall be subject to the provisions regarding choice of law and venue, jury trial waiver and judicial reference set forth in Section 6.5 of the Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

[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.

DEBTORS:

PRGTS, LLC

By: 

Name: Vincent Fandozzi

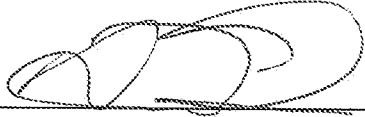
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ADMINISTRATIVE AGENT

LBC CREDIT AGENCY SERVICES, LLC,
as Administrative Agent

By: _____



Name: David E. Frimow

Title: Senior Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

<u>Loan Party</u>	<u>Trademark / Servicemark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PRGTS, LLC	VERIGON	6,246,880	1/12/2021
PRGTS, LLC	PRGX	3,894,937	12/21/2010
PRGTS, LLC	PRGX (Design)	3,980,876	6/21/2011
PRGTS, LLC	THRIVE IN THE DATA	5,152,239	2/28/2017
PRGTS, LLC	PRGX OPTIX	5,439,396	4/3/2018