

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM640989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON RESOURCE FUNDING, LLC		12/04/2020	Limited Liability Company: NEW HAMPSHIRE
NESC STAFFING, LLC		12/04/2020	Limited Liability Company: NEW HAMPSHIRE
CHARTWELL STAFFING SOLUTIONS, INC.		12/04/2020	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	535 Madison Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	State Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90154696	MADISON	
Serial Number:	90154667	MADISON RESOURCES	
Serial Number:	90160080	M	
Registration Number:	3078554	MADISON RESOURCE FUNDING	
Registration Number:	2856334	NATIONAL EMPLOYMENT SERVICE CORPORATION	
Registration Number:	1623954	NATIONAL	
Registration Number:	3081653	NATIONAL ENGINEERING SERVICE CORPORATION	
Registration Number:	5159666		
Registration Number:	4981725	CHARTWELL ALLIANCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.murray@wolterskluwer.com		

OP \$240.00 90154696

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

NAME OF SUBMITTER: Corenda R. Gaines

SIGNATURE: /Corenda R. Gaines/

DATE SIGNED: 04/21/2021

Total Attachments: 8

source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page1.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page2.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page3.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page4.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page5.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page6.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page7.tif
source=IP Trademark - Madison Resource Funding LLC Security Agreement dated December 4 2020#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 4, 2020, by and among MADISON RESOURCE FUNDING, LLC, a limited liability company formed under the laws of the State of New Hampshire (“Borrower”), NESC STAFFING, LLC, a limited liability company formed under the laws of the State of New Hampshire (“NESC”), CHARTWELL STAFFING SERVICES, INC, a corporation organized under the laws of the State of New York (“Chartwell” and together with Borrower and NESC, collectively the “Grantors” and each, a “Grantor”), in favor of EAST WEST BANK, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantors have adopted, have used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office or appropriate state office, as applicable (the “Trademarks”);

WHEREAS, the Grantors have entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Agreement, the Grantors have granted to the Grantee, for its benefit and for the ratable benefit of the Lenders, a continuing security interest in all right, title and interest of the Grantors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment and performance of the Obligations.

NOW, THEREFORE, to secure the prompt payment and performance to the Agent and Lenders of the Obligations, Grantors hereby pledge and grant to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in and to and Lien on the Collateral.

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

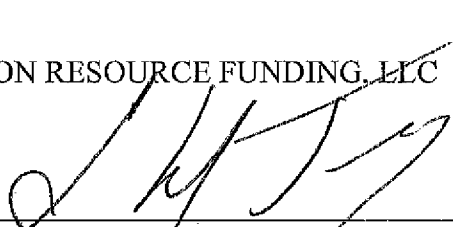
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

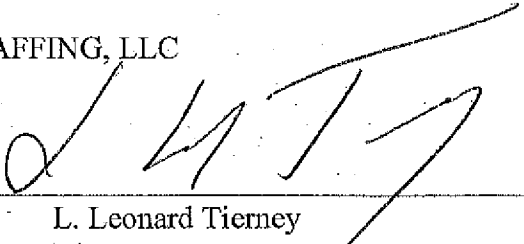
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

MADISON RESOURCE FUNDING, LLC

By: 
Name: L. Leonard Tierney
Title: Manager

NESC-STAFFING, LLC

By: 
Name: L. Leonard Tierney
Title: Manager

CHARTWELL STAFFING SERVICES, INC.

By: _____
Name: Tracy Schneider
Title: President

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

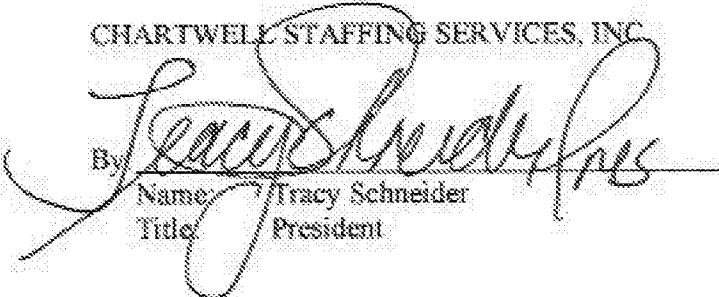
MADISON RESOURCE FUNDING, LLC

By: _____
Name: L. Leonard Tierney
Title: Manager

NESC STAFFING, LLC

By: _____
Name: L. Leonard Tierney
Title: Manager

CHARTWELL STAFFING SERVICES, INC


By:  _____
Name: Tracy Schneider
Title: President

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Owner	Serial No./ Filing Date	Status
MADISON	Madison Resource Funding, LLC	90-154,696 9/2/2020	Pending
MADISON RESOURCES	Madison Resource Funding, LLC	90-154,667 9/2/2020	Pending
	Madison Resource Funding, LLC	90-160,080 9/4/2020	Pending
Mark	Owner	Registration No. Registration Date	Status
MADISON RESOURCE FUNDING (and Design) 	Madison Resource Funding, LLC	3,078,554 04/11/2006	Must file Section 8/9 Renewal between 4/11/25- 4/11/26
NATIONAL EMPLOYMENT SERVICE CORPORATION (and Design) 	NESC Staffing, LLC	2,856,334 6/22/2004	Must file Section 8/9 Renewal between 6/22/23- 6/22/24
NATIONAL (and Design) 	NESC Staffing, LLC	1,623,954 11/20/1990	Must file Section 8/9 Renewal between 11/20/19- 11/20/20
NATIONAL ENGINEERING SERVICE CORPORATION	NESC Staffing, LLC	3,081,653 4/18/2006	Must file Section 8/9 Renewal between 4/18/25- 4/18/26
	Chartwell Staffing Services, Inc.	5,159,666 3/14/2017	Must file Section 8/15 Affidavit between 3/14/2022- 3/14/2023
	Chartwell Staffing Services, Inc.	4,981,725 6/21/2016	Must file Section 8/15 Affidavit between 6/21/21- 6/21/22

Massachusetts State Service Marks

Mark	Owner	Registration No. Registration Date	Status
ON-SITE EMPLOYMENT SOLUTIONS	NESC Staffing, LLC	64404 5/24/2004	Next renewal due 5/24/24
NESC	NESC Staffing, LLC	42581 4/13/1989	Next renewal due 4/13/24
NATIONAL ENGINEERING CORPORATION	NESC Staffing, LLC	42583 4/13/1989	Next renewal due 4/13/24
NATIONAL (and Design) 	NESC Staffing, LLC	42604 4/13/1989	Next renewal due 4/13/24

[Schedule A-2]