

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM647770

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNI Companies		05/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A. as Agent		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3643210	SNI COMPANIES	
Registration Number:	2577134	STAFFING NOW	
Registration Number:	2519643	ACCOUNTING NOW	
Registration Number:	3688519	SNI TECHNOLOGY	
Registration Number:	2737822	CERTES FINANCIAL PROS	
Registration Number:	2512159	LEGAL NOW	
Registration Number:	3065898	SNI LEGAL	
Registration Number:	2695790	SNI FINANCIAL	
Registration Number:	2912463	FEWNET	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		

CH \$240.00 3643210

SIGNATURE:	/jep/
DATE SIGNED:	05/18/2021
Total Attachments: 5 source=5-18-2021 SNI COMPANIES -TM#page1.tif source=5-18-2021 SNI COMPANIES -TM#page2.tif source=5-18-2021 SNI COMPANIES -TM#page3.tif source=5-18-2021 SNI COMPANIES -TM#page4.tif source=5-18-2021 SNI COMPANIES -TM#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2021, by between SNI COMPANIES, a Delaware corporation ("Grantor"), in favor of CIT Bank, N.A., a national banking association ("CIT"), as agent for the Lenders (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan, Security and Guarantee Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among GEE GROUP INC., an Illinois corporation ("GEE Group") and the Subsidiaries of GEE Group listed on the signatures pages thereto as Borrowers or otherwise joined as a Borrower thereunder from time to time (each, a "Borrower", and collectively, "Borrowers"), the other Persons from time to time party thereto as Guarantors, the financial institutions party thereto from time to time as Lenders and Agent, Agent and Lenders have agreed to make certain financial accommodations for the benefit of Borrowers;

WHEREAS, Grantor is required to execute and deliver to Agent, for the benefit of Lenders, 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, Grantor hereby agrees as follows:

1. DEFINED TERMS.

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of Lenders, a continuing first priority security interest (which interest shall not be deemed to transfer title or ownership of the Trademark Collateral) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

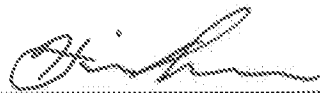
5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by facsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature page follows this page.]

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

SNI COMPANIES


By: 

Name: Kim Thorpe

Title: Chief Financial Officer, Vice President,
Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

CIT BANK, N.A., as Agent

By: _____

Name: Anthony Masci

Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARKS (with Application/Registration numbers, as applicable)

Trademark	Country	Reg. No.	Reg. Date
SNI Companies	U.S.A	Reg. #3643210	June 23, 2009
Staffing Now	U.S.A	Reg. #2577134	June 11, 2002
Accounting Now	U.S.A	Reg. #2519643	December 18, 2001
SNI Technology	U.S.A	Reg. #3688519	September 29, 2009
Certes Financial Pros	U.S.A	Reg. #2737822	July 15, 2003
Legal Now	U.S.A	Reg. #2512159	November 27, 2001
SNI Legal	U.S.A	Reg. #3065898	March 7, 2006
SNI Financial	U.S.A	Reg. #2695790	March 11, 2003
FEWnet	U.S.A	Reg. #2912463	December 21, 2004

TRADEMARK APPLICATIONS - NONE

TRADEMARK LICENSES - NONE