

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657565

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HireQuest, Inc.		06/29/2021	Corporation: DELAWARE
Hire Quest, L.L.C.		06/29/2021	Limited Liability Company: FLORIDA
HQ LTS Corporation		06/29/2021	Corporation: DELAWARE
HQ Snelling Corporation		06/29/2021	Corporation: DELAWARE
HQ Link Corporation		06/29/2021	Corporation: DELAWARE
HQ Financial Corporation		06/29/2021	Corporation: DELAWARE
HQ Real Property Corporation		06/29/2021	Corporation: DELAWARE
HQ Franchising Corporation		06/29/2021	Corporation: DELAWARE
HQ Insurance Corporation		06/29/2021	Corporation: DELAWARE
DriverQuest 2, LLC		06/29/2021	Limited Liability Company: FLORIDA
HireQuest Security, LLC		06/29/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Truist Bank, as Administrative Agent		
Street Address:	245 Peachtree Center Avenue, NE, 17th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	banking corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Serial Number:	90582861	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	90582809	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	90582782	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T	
Serial Number:	90582749	H HIREQUEST DIRECT	
Serial Number:	90582720	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH	
Serial Number:	90582678	H HIREQUEST DIRECT	
Serial Number:	90582447	H HIREQUEST HE RIGHT PEOPLE AT THE RIGHT	

CH \$790.00 90582861

Property Type	Number	Word Mark
Serial Number:	90582411	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH
Serial Number:	90582369	H HIREQUEST
Serial Number:	90582303	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH
Serial Number:	90582235	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T
Serial Number:	90582073	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T
Serial Number:	90582832	H HIREQUEST DIRECT THE RIGHT PEOPLE AT T
Serial Number:	90582516	H HIREQUEST THE RIGHT PEOPLE AT THE RIGH
Serial Number:	90582612	H HIREQUEST
Serial Number:	90750931	D DRIVERQUEST
Serial Number:	90750959	D
Serial Number:	90750881	DRIVERQUEST
Registration Number:	3851557	THE RIGHT PEOPLE AT THE RIGHT TIME
Registration Number:	6273623	H HIREQUEST DIRECT
Registration Number:	6273622	H HIREQUEST INC.
Registration Number:	6009044	HIRE QUEST DIRECT
Registration Number:	4867461	HIRE QUEST - LONG TERM STAFFING
Registration Number:	4881922	HIRE QUEST LONG TERM STAFFING
Registration Number:	4881921	HIRE QUEST
Registration Number:	3173140	HQ WEBCONNECT
Registration Number:	3964137	HIRE QUEST
Registration Number:	1755978	SNELLING
Registration Number:	5403163	INPLOY SOLUTIONS
Registration Number:	3330166	S
Serial Number:	90582187	H HIREQUEST THE RIGHT PEOPLE PEOPLE AT T

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

Phone: 4044205527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Kathleen O. Currey

SIGNATURE: /KOC/

DATE SIGNED: 07/01/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2021 (this "Security Agreement"), is made by each of **HIREQUEST, INC.**, a Delaware corporation ("Holdings"), **HIRE QUEST, L.L.C.**, a Florida limited liability company ("Hire Quest, L.L.C."), **HQ LTS CORPORATION**, a Delaware corporation ("HQ LTS"), **HQ SNELLING CORPORATION**, a Delaware corporation ("HQ Snelling"), **HQ LINK CORPORATION**, a Delaware corporation ("HQ Link"), **HQ FINANCIAL CORPORATION**, a Delaware corporation ("HQ Financial"), **HQ REAL PROPERTY CORPORATION**, a Delaware corporation ("HQ Real Property"), **HQ FRANCHISING CORPORATION**, a Delaware corporation ("HQ Franchising"), **HQ INSURANCE CORPORATION**, a Delaware corporation ("HQ Insurance"), **DRIVERQUEST 2, LLC**, a Florida limited liability company ("DriverQuest"), **HIREQUEST SECURITY, LLC**, a Florida limited liability company ("HQ Security"); Holdings, Hire Quest, L.L.C., HQ LTS, HQ Snelling, HQ Link, HQ Financial, HQ Real Property, HQ Franchising, HQ Insurance, DriverQuest, and HQ Security, collectively, the "Grantors," and each, individually, a "Grantor"), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, the Grantors, the several banks and other financial institutions from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of June 29, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors and certain of their subsidiaries from time to time party thereto have entered into the Guaranty and Security Agreement, dated as of June 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges, assigns and transfers to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

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

(iv) all income, royalties, proceeds and liabilities 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 past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by Grantor in its own name as of the date hereof.

Section 5 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.


Section 6 Counterparts. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia (without giving effect to the conflict of law principles thereof).

[Remainder of page intentionally blank; signature pages follow.]

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

HIREQUEST, INC.
HIRE QUEST, L.L.C.
HQ LTS CORPORATION
HQ SNELLING CORPORATION
HQ LINK CORPORATION
HQ FINANCIAL CORPORATION
HQ REAL PROPERTY CORPORATION
HQ FRANCHISING CORPORATION
HQ INSURANCE CORPORATION
DRIVERQUEST 2, LLC
HIREQUEST SECURITY, LLC

By: 
Name: Cory Smith
Title: Chief Financial Officer and Treasurer

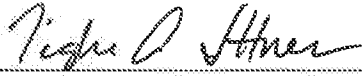
[SEAL]

[Signatures continue on the following page]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: 

Name: **Tighe A. Ittner**

Title: Director

SCHEDULE I

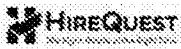
Intellectual Property










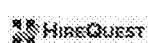




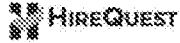
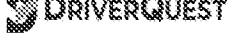

Trademarks

I. REGISTERED TRADEMARKS


<u>Trademark Owner</u>	<u>Trademark Name</u>	<u>Serial No. / Date</u>	<u>Registration No. / Date</u>
HQ Franchising Corporation	THE RIGHT PEOPLE AT THE RIGHT TIME	77869942 November 11, 2009	3851557 September 21, 2010
HQ Franchising Corporation	 HIREQUEST DIRECT	88513110 July 13, 2019	6273623 February 16, 2021
HQ Franchising Corporation	 HIREQUEST INC.	88513104 July 13, 2019	6273622 February 16, 2021
HQ Franchising Corporation	HIRE QUEST DIRECT	88243882 December 28, 2018	6009044 March 10, 2020
HQ Franchising Corporation	HIRE QUEST - LONG TERM STAFFING	85938181 May 21, 2013	4867461 December 8, 2015
HQ Franchising Corporation	HIRE QUEST LONG TERM STAFFING	85890472 March 29, 2013	4881922 January 5, 2016
HQ Franchising Corporation	HIRE QUEST	85890431 March 29, 2013	4881921 January 5, 2016
HQ Franchising Corporation	HQ WEBCONNECT	78521021 November 22, 2004	3173140 November 21, 2006
HQ Franchising Corporation	HIRE QUEST	77889213 December 9, 2009	3964137 May 24, 2011
HQ Franchising Corporation	SNELLING	74097440 September 17, 1990	1755978 March 2, 1993
HQ Franchising Corporation	INPLOY SOLUTIONS	87336874 February 15, 2017	5403163 February 13, 2018
HQ Franchising Corporation		76656848 March 17, 2006	3330166 November 6, 2007

II. TRADEMARK APPLICATIONS

<u>Trademark Owner</u>	<u>Trademark Name</u>	<u>Serial No. / Date</u>
HQ Franchising Corporation		90582187 March 16, 2021

<u>Trademark Owner</u>	<u>Trademark Name</u>	<u>Serial No. / Date</u>
HQ Franchising Corporation		90582861 March 16, 2021
HQ Franchising Corporation		90582809 March 16, 2021
HQ Franchising Corporation		90582782 March 16, 2021
HQ Franchising Corporation		90582749 March 16, 2021
HQ Franchising Corporation		90582720 March 16, 2021
HQ Franchising Corporation		90582678 March 16, 2021
HQ Franchising Corporation		90582447 March 16, 2021
HQ Franchising Corporation		90582411 March 16, 2021
HQ Franchising Corporation		90582369 March 16, 2021
HQ Franchising Corporation		90582303 March 16, 2021
HQ Franchising Corporation		90582235 March 16, 2021
HQ Franchising Corporation		90582073 March 16, 2021
HQ Franchising Corporation		90582832 March 16, 2021
HQ Franchising Corporation		90582516 March 16, 2021
HQ Franchising Corporation		90582612 March 16, 2021
HQ Franchising Corporation		90750931 June 2, 2021
HQ Franchising Corporation		90750959 June 2, 2021
HQ Franchising Corporation	DRIVERQUEST	90750881 June 2, 2021

IV. Foreign Trademarks

<u>Trademark Owner</u>	<u>Description/Title</u>	<u>Trademark Image</u>	<u>Country</u>	<u>Trademark Serial #</u>	<u>Registration Number</u>
HQ Snelling Corporation	SNELLING		Puerto Rico	80936	202480
HQ Snelling Corporation	S design (purple and teal)		Puerto Rico	80937	202483
HQ Snelling Corporation	SNELLING		Mexico	132978	487690