

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM667666

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Professional Personnel Services, Inc.		08/04/2021	Corporation: TENNESSEE
QPI, Inc.		08/04/2021	Corporation: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	4720 Piedmont Row Drive, Suite 200		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88248788	QUALITY PERSONNEL	
<b>Serial Number:</b>	88293191	LUTTRELL STAFFING GROUP	
<b>Serial Number:</b>	88235361	LUTTRELL STAFFING GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	08/15/2021		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of August 4, 2021, is made by Professional Personnel Services, Inc., a Tennessee corporation and QP1, Inc., a Kentucky corporation (collectively, “**Grantor**”) in favor of PNC Bank, National Association (the “**Secured Party**”).

Grantor and Secured Party have entered into a Revolving Credit and Security Agreement dated as of August 4, 2021 (the “**Credit Agreement**”).

Under the terms of the Credit Agreement, Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of Grantor, and has agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

Grantor and Secured Party therefore agree as follows:

**1. Grant of Security.** Grantor hereby grants to Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the trademark registrations, trademark applications, and trademark licenses set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**2. Recordation.** Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon Secured Party’s request.

**3. Execution in Counterparts.** This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

**4. Successors and Assigns.** This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**5. Governing Law.** This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page to follow]

SECURED PARTY

PNC BANK, NATIONAL ASSOCIATION

By: 

Name: William Molyneaux

Title: Vice President

GRANTOR

PROFESSIONAL PERSONNEL SERVICES,  
INC.

By: \_\_\_\_\_

Name: Randolph Sharrow

Title: Chief Financial Officer

QP1, INC.

By: \_\_\_\_\_

Name: Randolph Sharrow

Title: Chief Financial Officer

TRADEMARK

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Grantor and Secured Party have executed this Trademark Security Agreement as of the date set forth in the introductory paragraph.

SECURED PARTY

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: William Molyneaux  
Title: Vice President

GRANTOR

PROFESSIONAL PERSONNEL SERVICES,  
INC.

By: Randolph Sharrow  
Name: Randolph Sharrow  
Title: Chief Financial Officer

QPI, INC.

By: Randolph Sharrow  
Name: Randolph Sharrow  
Title: Chief Financial Officer

[Trademark Security Agreement]

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS, APPLICATIONS, AND LICENSES**

<b>Trademark</b>	<b>Registration #</b>	<b>Issue Date</b>	<b>Owner</b>
QUALITY PERSONNEL	FEDTM 88248788	June 4, 2019	QP1, Inc.
LUTTRELL STAFFING GROUP	FEDTM 88293191	October 8, 2019	Professional Personnel Services, Inc.
LUTTRELL STAFFING GROUP	FEDTM 88235361	May 28, 2019	Professional Personnel Services, Inc.