

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO CORPORATION		09/01/2021	Corporation: DELAWARE
PRO UNLIMITED, INC.		09/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Collateral Agent		
Street Address:	600 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901-6000		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1505092	THISCO	
Registration Number:	2538733	RIGHTSOURCING	
Registration Number:	2779139	THE PEOPLE BLUE BOOK	
Registration Number:	2809954	PEOPLE TICKER	
Registration Number:	4675344	WAND	
Registration Number:	5668920	PRO UNLIMITED	
Serial Number:	90639342	PRO UNLIMITED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1462753 TM		
NAME OF SUBMITTER:	Junney Kang		

OP \$190.00 1505092

SIGNATURE:	/Junney Kang/
DATE SIGNED:	09/01/2021
Total Attachments: 7 source=Select - TSA with Cover Sheet#page2.tif source=Select - TSA with Cover Sheet#page3.tif source=Select - TSA with Cover Sheet#page4.tif source=Select - TSA with Cover Sheet#page5.tif source=Select - TSA with Cover Sheet#page6.tif source=Select - TSA with Cover Sheet#page7.tif source=Select - TSA with Cover Sheet#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of September 1, 2021 (this “**Agreement**”), among PrO Unlimited Global Solutions, Inc., PRO CORPORATION and PRO UNLIMITED, INC. (each a “**Grantor**”) and Citizens Bank, N.A. in its capacity as collateral agent for the lenders party to the ABL Credit Agreement referred to below (in such capacity, the “**Collateral Agent**”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”) by and among Select Acquisition Holdings, Inc., a Delaware corporation (“**Holdings**”) and Pro Corporation, a Delaware corporation (the “**Borrower**”, and together with Holdings, the “**Borrowers**”), the lenders and issuing banks from time to time party thereto and the Collateral Agent and (b) the First Lien Pledge and Security Agreement dated as of September 1, 2021 (the “**Security Agreement**”), by and among the Borrowers, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the ABL Credit Agreement, as applicable.

Section 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under any trademarks, patents, copyrights and exclusive copyright Licenses now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I hereto (the “**Collateral**”).

Section 3. *Security Agreement.* The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. *CHOICE OF LAW.* THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR

OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PRO UNLIMITED GLOBAL SOLUTIONS, INC.

DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance and
Secretary/Treasurer

PRO UNLIMITED, INC.

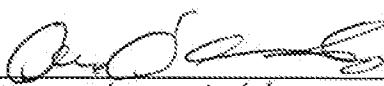
DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance and
Secretary/Treasurer

PRO CORPORATION

DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance and
Secretary/Treasurer

COLLATERAL AGENT:

CITIZENS BANK, N.A.

By: 
Name: Alex D'Alessandro
Title: SVA

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007410 FRAME: 0850

SCHEDULE I

List of Trademarks

Trademark Registrations and Applications

NO.	MARK	COUNTRY	STATUS	REG./APP. NO.	REG./APP. DATE	OWNER
1.	THISCO	USA	Registered	1505092	September 20, 1988	PRO CORPORATION
2.	THISCO	CAN	Registered	TMA419336	November 5, 1993	PRO CORPORATION
3.	RIGHTSOURCING	USA	Registered	2538733	February 19, 2002	PRO CORPORATION
4.	THE PEOPLE BLUE BOOK ¹	USA	Registered	2779139	November 4, 2003	PRO UNLIMITED, INC.
5.	PEOPLE TICKER	USA	Registered	2809954	February 3, 2004	PRO UNLIMITED, INC.
6.	PEOPLE TICKER	CAN	Registered	TMA634292	March 3, 2005	PRO UNLIMITED, INC. ²
7.	WAND	USA	Registered	4675344	January 20, 2015	PRO CORPORATION
8.	PRO UNLIMITED WITH DESIGN	USA	Registered	5668920	February 5, 2019	PRO CORPORATION
9.	PRO UNLIMITED	USA	Application	90639342	April 12, 2021	PRO UNLIMITED, INC.

¹ Currently planned to not renew this Trademark.

² Assignment pending.

List of Patents

Issued Patents

<u>NO.</u>	<u>APPLICANT</u>	<u>TITLE</u>	<u>STATUS</u>	<u>PATENT / APP. SERIAL NO.</u>	<u>ISSUANCE / PUBLICATION / APP. DATE</u>
1.	PrO Unlimited Global Solutions, Inc.	System and Method for Managing Action Items	Issued	10373588	August 6, 2019
2.	PrO Unlimited Global Solutions, Inc.	Universal Position Model Assisted Staffing Platform	Published	16382116	October 17, 2019
3.	PRO Unlimited Global Solutions, Inc.	Mobile Application for Staffing Suppliers	Published	16382112	October 17, 2019
4.	PRO Unlimited Global Solutions, Inc.	Virtual Staffing Assistant	Published	16382119	October 17, 2019
5.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Campus Assistant	Issued	10846935	November 24, 2020
6.	PrO Unlimited Global Solutions, Inc.	Automated Chat System for Web and Mobile	Published	16785457	August 13, 2020
7.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Campus Assistant	Published	16950776	March 4, 2021
8.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Badge System	Issued	11042769	June 22, 2021
9.	PRO Unlimited Global Solutions, Inc.	System for Providing Pay Rate Guidance for a Job Position	Application	17114221	December 7, 2020

List of Copyrights

Copyright Registrations and Applications

NO.	TITLE	COUNTRY	REG. NO./REG. DATE	OWNER
1.	If you think of payroll as a fixed expense you're probably overstaffed.	USA	TX0002947454 November 06, 1990	PRO CORPORATI ON
2.	Uniskill ³	USA	TX0003979698 February 28, 1995	PRO CORPORATI ON
3.	Uniforce: Your Source for MIS Contract Professionals ⁴	USA	TX0003133963 July 29, 1991	PRO CORPORATI ON

³ Currently planned to not renew this Copyright.

⁴ Currently planned to not renew this Copyright.