

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698474

<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>
David M. Lewis Company, LLC		12/29/2021	Limited Liability Company: DELAWARE
APFS Staffing Inc.		12/29/2021	Corporation: DELAWARE
Addison Professional Financial Search, LLC		12/29/2021	Limited Liability Company: DELAWARE
APFS, LLC		12/29/2021	Limited Liability Company: DELAWARE
Mondo International, LLC		12/29/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas		
<b>Street Address:</b>	1 Columbus Circle 17th Floor NYC01-1710		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: NEW YORK		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3432068	DL C	
<b>Registration Number:</b>	4337631	ADDISON GROUP	
<b>Registration Number:</b>	4595603	ARCLIGHT	
<b>Registration Number:</b>	5016518	BEACON RESOURCES	
<b>Registration Number:</b>	4257039	CV CVP EXECUTIVE SEARCH	
<b>Registration Number:</b>	4260792	CV CVPTECHNOLOGY	
<b>Registration Number:</b>	4253615	CVPARTNERS	
<b>Registration Number:</b>	4253617	CVPARTNERS EXECUTIVE SEARCH	
<b>Registration Number:</b>	4253616	CVPARTNERS IN TECHNOLOGY	
<b>Registration Number:</b>	3441471	DLC	
<b>Registration Number:</b>	6056259	HC PARTNERS	
<b>Serial Number:</b>	90520843	KRANZ	
<b>Registration Number:</b>	5118032	KRANZ & ASSOCIATES HELPING COMPANIES BUI	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Serial Number:	90520013	KRANZ AN ADDISON GROUP COMPANY
Serial Number:	90093093	KRANZ CONSULTING
Registration Number:	4439606	MONDO

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2023704750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1558685
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	12/29/2021

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2021, (this "Agreement"), by David M. Lewis Company, LLC, a Delaware limited liability company ("David M. Lewis"), APFS Staffing Inc., a Delaware corporation ("APFS Staffing"), Addison Professional Financial Search, LLC, a Delaware limited liability company ("Addison Professional"), APFS, LLC, a Delaware limited liability company ("APFS"), and Mondo International, LLC, a Delaware limited liability company ("Mondo International" and, together with David M. Lewis, APFS Staffing, Addison Profession and APFS, the "Grantors" and each, a "Grantor"), in favor of the Collateral Agent referred to below.

Reference is made to that certain Pledge and Security Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Loan Parties party thereto and the Collateral Agent. The Lenders and Issuing Banks have extended credit to the Borrower subject to the terms and conditions set forth in that certain Credit Agreement, dated as of December 29, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Pilot Buyer, LLC, a Delaware limited liability company ("Holdings"), Pilot Equity Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, prior to the consummation of the Acquisition, the "Borrower"), AG Group Holdings, Inc., a Delaware corporation ("AG Group" and, following the consummation of the Acquisition, the "Borrower"), APFS Staffing, Inc., a Delaware corporation, the Lenders and Issuing Banks from time to time party thereto KKR Loan Administration Services LLC ("KKR"), in its capacity as administrative agent for the Lenders (the "Administrative Agent") and Deutsche Bank Trust Company Americas, a New York banking corporation, in its capacity as collateral agent for the Secured Parties (the "Collateral Agent"). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Credit Agreement, as applicable, as in effect on the date hereof.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and pending applications in the United States Patent and Trademark Office listed on Schedule I hereto;

B. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are 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 IP 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. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Collateral Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

SECTION 5. *Governing Law.* This Agreement, and any claim, controversy or dispute arising under or related to this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. *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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. It is understood and agreed that, subject to any Requirement of Law, the words "execution", "signed", "signature", "delivery" and words of like import in or relating to any Loan Document shall be deemed to include any Electronic Signature, delivery or the keeping of any record in electronic form, each of which shall have the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state laws based on the Uniform Electronic Transactions Act.

[Signature Pages Follow]

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

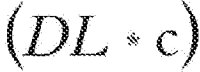

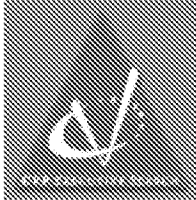
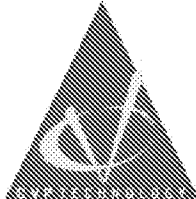
DAVID M. LEWIS COMPANY, LLC  
APFS STAFFING, INC.  
ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC  
APFS, LLC  
MONDO INTERNATIONAL, LLC



By:   
Name: Michael Samuels  
Title: Chief Financial Officer

[Signature Page to IP Security Agreement]

**SCHEDULE I**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
(DL * C) (Stylized)	United States of America	77061872	11 Dec 2006	3432068	20 May 2008	David M. Lewis Company, LLC
						
ADDISON GROUP	United States of America	85680020	18 Jul 2012	4337631	21 May 2013	APFS STAFFING INC.
ARCLIGHT	United States of America	86021924	29 Jul 2013	4595603	2 Sep 2014	APFS STAFFING, INC.
BEACON RESOURCES (Logo)	United States of America	86824578	18 Nov 2015	5016518	9 Aug 2016	David M. Lewis Company, LLC
						
CV CVP EXECUTIVE SEARCH (and Design)	United States of America	85600564	17 Apr 2012	4257039	11 Dec 2012	ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
						
CV CVP TECHNOLOGY (and Design)	United States of America	85600532	17 Apr 2012	4260792	18 Dec 2012	ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
						
CV PARTNERS	United States of America	85599323	16 Apr 2012	4253615	4 Dec 2012	ADDISON PROFESSIONAL FINANCIAL

Trademark	Country	Application No.	Application Date	Registration No.	Registration Date	Owner
						SEARCH, LLC
CVPARTNERS EXECUTIVE SEARCH	United States of America	85599344	16 Apr 2012	4253617	4 Dec 2012	ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
CVPARTNERS IN TECHNOLOGY	United States of America	85599338	16 Apr 2012	4253616	4 Dec 2012	ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
DLC	United States of America	77061869	11 Dec 2006	3441471	3 Jun 2008	David M. Lewis Company, LLC
HC PARTNERS	United States of America	88289519	5 Feb 2019	6056259	19 May 2020	ADDISON PROFESSIONAL FINANCIAL SEARCH, LLC
KRANZ	United States of America	90520843	9 Feb 2021			APFS STAFFING INC.
KRANZ & ASSOCIATES HELPING COMPANIES BUILD VALUATIONS (Logo)	United States of America	87018364	28 Apr 2016	5118032	10 Jan 2017	APFS STAFFING INC.
						
KRANZ AN ADDISON GROUP COMPANY (Stylized and Design)	United States of America	90520013	9 Feb 2021			APFS STAFFING INC.
						
KRANZ CONSULTING	United States of America	90093093	4 Aug 2020			APFS, LLC
MONDO (Stylized)	United States of America	85896059	5 Apr 2013	4439606	26 Nov 2013	MONDO INTERNATIONAL, LLC
