

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
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

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3432068	DL C
Registration Number:	4337631	ADDISON GROUP
Registration Number:	4595603	ARCLIGHT
Registration Number:	5016518	BEACON RESOURCES
Registration Number:	4257039	CV CVP EXECUTIVE SEARCH
Registration Number:	4260792	CV CVPTECHNOLOGY
Registration Number:	4253615	CVPARTNERS
Registration Number:	4253617	CVPARTNERS EXECUTIVE SEARCH
Registration Number:	4253616	CVPARTNERS IN TECHNOLOGY
Registration Number:	3441471	DLC
Registration Number:	6056259	HC PARTNERS
Serial Number:	90520843	KRANZ

TRADEMARK

REEL: 007546 FRAME: 0577

900666718

OP \$415.00 3432068

Property Type	Number	Word Mark
Registration Number:	5118032	KRANZ & ASSOCIATES HELPING COMPANIES BUI
Serial Number:	90520013	KRANZ AN ADDISON GROUP COMPANY
Serial Number:	90093093	KRANZ CONSULTING
Registration Number:	4439606	MONDO

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (074658-21165)
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	074658-21165
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/31/2021

Total Attachments: 6

source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page1.tif
source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page2.tif
source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page3.tif
source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page4.tif
source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page5.tif
source=Project Pilot - (ABL) IP Security Agreement (Executed)_ (82703798_1)#page6.tif

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 Administrative 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 Administrative Agent. The Lenders and Issuing Banks have extended credit to the Borrowers 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 "Lead Borrower"), APFS Staffing, Inc., a Delaware corporation (the "Subsidiary Borrower" and together with the Lead Borrower, the "Borrowers"), the Subsidiary Guarantors from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto, and PNC Bank, National Association, in its capacities as administrative agent for the Lenders and collateral agent for the Secured Parties (the "Administrative Agent") and in its capacity as the Swingline Lender. 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 Administrative 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; and

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 Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Administrative 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.

[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]