

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LASALLE STAFFING, LLC		02/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Mountain Strategic Credit Income Fund IV, LP		
Street Address:	2 Grand Central Tower, 140 East 45th Street, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5041076		
Registration Number:	5640168	LASALLE NETWORK	
Registration Number:	5640169	LASALLE NETWORK	
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>			
Email:	kareem.ansley@blankrome.com		
Correspondent Name:	KAREEM ANSLEY		
Address Line 1:	BLANK ROME LLP		
Address Line 2:	717 TEXAS AVENUE		
Address Line 4:	HOUSTON, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	154502-01032		
NAME OF SUBMITTER:	KAREEM ANSLEY		
SIGNATURE:	/KAREEM ANSLEY/		
DATE SIGNED:	02/15/2022		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, "Agreement") is made as of this 15th day of February, 2022, by the Persons listed on the signature pages hereof (collectively and individually, "Company"), and delivered to STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, having a mailing address of c/o Star Mountain Capital, LLC, 2 Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, Attention: Jonathan Barnes, as agent ("Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations under that certain Revolving Credit, Term Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among CAPONE MIDCO, LLC, a Delaware limited liability company ("Capone"), LASALLE STAFFING, LLC, a Delaware limited liability company ("LaSalle"), LASALLE NETWORK TENNESSEE, LLC, a Tennessee limited liability company ("LaSalle TN"), LASALLE STAFFING (CALIFORNIA), LLC, a California limited liability company ("LaSalle CA", and together with Capone, LaSalle, LaSalle TN and each other Person from time to time joined as a borrower to the Credit Agreement, and all of their respective permitted successors and assigns, collectively, "Borrowers", and each individually, a "Borrower"), CAPONE HOLDCO, LLC, a Delaware limited liability company ("Holdco", and together with each other Person from time to time joined as a guarantor to the Credit Agreement or who may guarantee payment or performance of the whole or any part of the Obligations, and all of their respective permitted successors and assigns, collectively, "Guarantors", and each individually, a "Guarantor"), Agent and each of the financial institutions identified as "Lenders" in the Credit Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Each Company has filed applications for and/or obtained registrations of the patents, if any (collectively, the "Patents"); trademarks and service marks, if any (collectively, "Trademarks"); and copyrights, if any, which have been federally registered (collectively, the "Copyrights"); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks and Copyrights hereinafter referred to collectively as the "Assets").

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all Other Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the benefit of Secured Parties, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

- (a) The Assets are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of each Company's knowledge, without investigation, each of the Assets for which a registration has been secured is valid and enforceable;
- (c) To the best of each Company's knowledge, without investigation, each Company listed on **Schedule A** as the owner of each Asset (the "Applicable Company"): (i) is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, (ii) each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons, except for Permitted Encumbrances, and (iii) each Applicable Company has the power to transfer the Assets with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens or encumbrances of any kind except for Permitted Encumbrances;
- (d) Each Company has the requisite power and authority to enter into this Agreement and perform its terms, including the authority to grant a security interest hereunder;
- (e) The Assets listed on **Schedule A** constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, any Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Each Company shall give Agent prompt written notice thereof along with an amended **Schedule A**.

3. Each Company shall: (i) perform all of its obligations under or in connection with the Assets in accordance with customary business practices, (ii) not alter or permit the alteration of any material portion (individually or collectively) of the Assets, (iii) not do or permit any act which would impair any material portion of the Assets, (iv) except as expressly permitted under the Credit Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Assets, and (v) maintain records with respect to the Assets in accordance with the Credit Agreement.

4. Each Company shall not enter into any agreement, or take any other action, that would restrict the transferability of any of the Assets or otherwise impair or conflict with its obligations or the rights of the Agent or Secured Parties hereunder.

5. So long as an Event of Default has not occurred and is continuing under the Credit Agreement, each Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Credit Agreement, and Agent and Secured Parties shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. If and while an Event of Default exists and is continuing under the Credit Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Other Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion,

as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as **Exhibit 1**. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Other Documents, and until all Obligations (other than Inchoate Obligations) are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

7. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

8. All rights and remedies herein granted to Agent and Secured Parties shall be in addition to any rights and remedies granted under the Credit Agreement and the Other Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

9. Upon Borrowers' performance of all of the obligations under the Credit Agreement and the Other Documents and full and unconditional satisfaction of all Obligations (other than the Inchoate Obligations), Agent shall execute and deliver to each Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

10. Any and all reasonable fees, costs and expenses incurred by Agent on its behalf and on behalf of the Secured Parties, shall be borne and paid by each Company in accordance with Section 15.9 of the Credit Agreement.

11. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph in accordance with Section 16.9 of the Credit Agreement.

12. During the existence of an Event of Default under the Credit Agreement, Agent may, without any obligation to do so, complete any obligation of each Company hereunder, in such Company's name or in Agent's name, but at such Company's expense, and each such Company hereby agrees to reimburse Agent in full for all costs and expenses in accordance with Section 16.9 of the Credit Agreement.

13. No course of dealing between any or all Credit Parties and Agent or any Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Secured Parties' rights and remedies with respect to the Assets, whether established hereby or by the Other Documents, or by any other future agreements between any or all Borrowers and Agent or any Secured Party or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

15. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

16. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

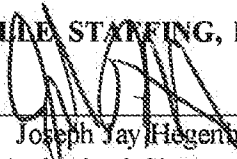
17. The provisions of Sections 12.3, 16.1, 16.2(a), 16.6, 16.12 and 16.14 of the Credit Agreement are incorporated herein by reference and shall apply to this Agreement and the parties hereto *mutatis mutandis*.

18. This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other method of electronic transmission (including email transmission of a PDF image) shall be deemed to be an original signature hereto;

[Signature Page Follows]

Dated the date and year first written above.

LASALLE STAFFING, LLC

By: 
Name: Joseph Jay Hegenhart
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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[Signatures Continued from Previous Page]

Approved and Accepted:

**STAR MOUNTAIN STRATEGIC CREDIT
INCOME FUND IV, LP**, as Agent

By:  _____

Name: Brett Hickey



Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007634 FRAME: 0391

SCHEDULE A

TRADEMARKS:

Owner of Record	Trademark	Status	Registration Number	Registration Date	Jurisdiction
LaSalle Staffing, LLC		Active	5,041,076	09/13/2016	U.S. Patent and Trademark Office
LaSalle Staffing, LLC	LaSalle Network	Active	5,640,168	01/01/2019	U.S. Patent and Trademark Office
LaSalle Staffing, LLC		Active	5,640,169	01/01/2019	U.S. Patent and Trademark Office

COPYRIGHTS: NONE.

PATENTS: NONE.

EXHIBIT 1

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on **Schedule A** attached hereto and made a part
 hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at
 _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the
 terms of the Intellectual Property Security Agreement, dated as of February 15, 2022, between Grantor
 and STAR MOUNTAIN STRATEGIC CREDIT INCOME FUND IV, LP, all of its present and future
 right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Assignment to
 be executed as of the ___ day of _____, 20__.

By: _____
 Attorney-in-fact

Witness: _____

EXHIBIT 1

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____, 20____, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Intellectual Property Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:
