

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724356

| | | | |
|---|--|--------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST (REEL/FRAME 6506/0078) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A., as Collateral Agent | | 04/27/2022 | Bank: SOUTH DAKOTA |
| RECEIVING PARTY DATA | | | |
| Name: | Vista Staffing Solutions, Inc. | | |
| Street Address: | 2800 East Cottonwood Parkway Suite 400 | | |
| City: | Cottonwood Heights | | |
| State/Country: | UTAH | | |
| Postal Code: | 84121 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2741987 | VISTA | |
| Registration Number: | 3177612 | VISTA STAFFING | |
| Registration Number: | 2771664 | VISTA STAFFING SOLUTIONS | |
| Registration Number: | 2218901 | VISTA STAFFING SOLUTIONS | |
| 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: | 800-494-5225 | | |
| Email: | ipteam@coagencyglobal.com | | |
| Correspondent Name: | Stewart Walsh | | |
| Address Line 1: | 1025 Connecticut Ave NW, Suite 712 | | |
| Address Line 2: | COGENCY GLOBAL Inc. | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| ATTORNEY DOCKET NUMBER: | 1656887 TM Citi | | |
| NAME OF SUBMITTER: | Karen S. Cottrell | | |
| SIGNATURE: | /Karen S. Cottrell/ | | |
| DATE SIGNED: | 04/27/2022 | | |

OP \$115.00 2741987

Total Attachments: 4

source=#95709910v1 - (TRA - Citibank)#page2.tif

source=#95709910v1 - (TRA - Citibank)#page3.tif

source=#95709910v1 - (TRA - Citibank)#page4.tif

source=#95709910v1 - (TRA - Citibank)#page5.tif

**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARK RIGHTS**

This PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("~~Termination and Release~~") dated as of April 27, 2022, is made by CITIBANK, N.A., as collateral agent (in such capacity, the "Agent"), in favor of Vista Staffing Solutions, Inc., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to (i) the ABL Security Agreement, dated as of October 11, 2018, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement") and (ii) the ABL Credit Agreement, dated as of October 11, 2018 (as amended, restated, supplemented or otherwise modified and in effect on the date hereof, the "Credit Agreement"), among Enterprise Intermediate Holdings Inc., Enterprise Merger Sub Inc., the lenders from time to time party thereto, the issuers of letters of credit thereunder, and the Agent, Grantor granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest (the "Security Interest") in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks;

WHEREAS, pursuant to that certain Security Interest in Trademark Rights dated as of October 11, 2018, between the Agent and Grantor, among others (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement and Credit Agreement, reaffirmed its intent to grant the Security Interest to the Agent specifically in certain Trademarks set forth on Schedule A hereto (the "Released Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 11, 2018 at Reel 006506 and Frame 0078;

WHEREAS, the Grantor has requested and the Agent has agreed to provide this Termination and Release in order to terminate and release the entirety of its Security Interest in the Released Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Credit Agreement, the Security Agreement, or the Trademark Security Agreement, as applicable.
2. Release of Security Interest in Released Trademark Collateral. The Agent, without recourse, representation or warranty, hereby terminates, releases and discharges its Security Interest in and to the Released Trademark Collateral and any right, title or interest of the Agent in and to the Released Trademark Collateral. Grantor, or any successor to Grantor

(including any person or entity hereafter holding any right, title or interest in, to or under the Released Trademark Collateral) is authorized to record this Termination and Release with the United States Patent and Trademark Office. For the avoidance of doubt, the Agent's Security Interest in all Collateral (as that term is defined in the Trademark Security Agreement) other than the Released Trademark Collateral shall remain in full force and effect.

3. Further Assurances. The Agent hereby agrees, upon the reasonable request and at the sole expense of the Grantor, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Released Trademark Collateral contemplated hereby.


4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of State of New York.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CITIBANK, N.A., as Agent

By: 
Name: Christopher Marino
Title: Director & Vice President

SCHEDULE A
TRADEMARKS

United States Marks

| Owner | Mark | Serial No. | File Date | Reg. No. | Reg. Date |
|--------------------------------|---------------------------------|-------------------|------------------|-----------------------------------|------------------|
| Vista Staffing Solutions, Inc. | VISTA | 78/152,947 | 8/9/2002 | 2,741,987 (Principal Register) | 7/29/2003 |
| Vista Staffing Solutions, Inc. | VISTA STAFFING | 78/152,954 | 8/9/2002 | 3,177,612 (Principal Register) | 11/28/2006 |
| Vista Staffing Solutions, Inc. | VISTA STAFFING SOLUTIONS | 78/152,942 | 8/9/2002 | 2,771,664 (Principal Register) | 10/7/2003 |
| Vista Staffing Solutions, Inc. | VISTA STAFFING SOLUTIONS | 75/416,356 | 1/8/1998 | 2,218,901 (Principal Register) | 1/19/1999 |

Foreign Marks

| Owner | Mark | Serial No. | File Date | Reg. No. | Reg. Date |
|-------------------------------|---------------------------------|-------------------|------------------|-----------------|------------------|
| Vista Staffing Solutions, Inc | VISTA STAFFING SOLUTIONS | 1008307 | 6/25/2004 | 1008307 | 2/14/2005 |
| Vista Staffing Solutions, Inc | VISTA STAFFING SOLUTIONS | 731296 | 6/17/2005 | 731296 | 2/22/2005 |