

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733834

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900685829		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HQ FRANCHISING CORPORATION		02/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRUIST BANK		
Street Address:	245 PEACHTREE CENTER AVE, 17TH FLOOR		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	BANKING CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5016304	NORTHBOUND EXECUTIVE SEARCH	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	4046815974		
Email:	aolchaskey@phrd.com		
Correspondent Name:	Angela Amico Olchaskey		
Address Line 1:	303 Peachtree Street NE		
Address Line 2:	Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	/KathleenCurrey		
SIGNATURE:	/KathleenCurrey/		
DATE SIGNED:	06/10/2022		
Total Attachments: 6			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 28, 2022 (this "IP Security Agreement"), is made by **HQ FRANCHISING CORPORATION**, a Delaware corporation ("Grantor"), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, Administrative Agent and Grantor are parties to that certain Revolving Credit Agreement, dated as of June 29, 2021 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, **HIREQUEST, INC.**, a Delaware corporation ("Holdings"), **HIRE QUEST, L.L.C.**, a Florida limited liability company ("Hire Quest, L.L.C."), **HQ LTS CORPORATION**, a Delaware corporation ("HQ LTS"), **HQ SNELLING CORPORATION**, a Delaware corporation ("HQ Snelling"), **HQ LINK CORPORATION**, a Delaware corporation ("HQ Link"), **HQ FINANCIAL CORPORATION**, a Delaware corporation ("HQ Financial"), **HQ REAL PROPERTY CORPORATION**, a Delaware corporation ("HQ Real Property"), **HQ INSURANCE CORPORATION**, a Delaware corporation ("HQ Insurance"), **DRIVERQUEST 2, LLC**, a Florida limited liability company ("DriverQuest"), **HIREQUEST SECURITY, LLC**, a Florida limited liability company ("HQ Security"), **RECRUIT MEDIA, INC.**, a Delaware corporation ("Recruit Media"), **HQ MEDICAL, LLC**, a Florida limited liability company ("HQ Medical"), the other Subsidiaries of Holdings from time to time party thereto as borrowers (collectively with Grantor, Holdings, Hire Quest, L.L.C., HQ LTS, HQ Snelling, HQ Link, HQ Financial, HQ Real Property, HQ Insurance, DriverQuest, HQ Security, Recruit Media and HQ Medical, collectively, the "Borrowers" and, each individually, a "Borrower"), the several banks and other financial institutions from time to time party thereto as lenders (the "Lenders"), and Administrative Agent;

WHEREAS, in connection with the Credit Agreement, Grantor and the other Borrowers have entered into that certain Guaranty and Security Agreement, dated as of June 29, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Credit Agreement);

WHEREAS, in connection with the Credit Agreement, Grantor, certain of the other Borrowers and Administrative Agent executed that certain Intellectual Property Security Agreement, dated as of June 29, 2021 (the "Existing IP Security Agreement"), in favor of Administrative Agent, pursuant to which Grantor and certain of the other Borrowers granted a security interest to Administrative Agent in the Trademark Collateral (as defined in the Existing IP Agreement, the "Existing Trademark Collateral") to secure the Obligations (as defined in the Credit Agreement) and the Guaranteed Obligations (as defined in the Security Agreement);

WHEREAS, Grantor has entered into that certain Asset Purchase Agreement, dated as of January 24, 2022 (the "Asset Purchase Agreement"), by and between Grantor, as buyer, and Northbound Executive Search, Ltd., a New York corporation, pursuant to which Grantor has obtained, among other things, new Trademarks and Trademark Collateral (each as defined below), and Grantor desires to execute and deliver this IP Security Agreement in accordance with the Security Agreement to, among other things, grant to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, a security interest in such newly acquired Trademarks and Trademark Collateral;

WHEREAS, Grantor, the other Borrowers and Administrative Agent desire to supplement, and not replace, the Existing IP Agreement to include such Trademarks and Trademark Collateral acquired pursuant to the Asset Purchase Agreement; and

WHEREAS, it is the intent of the parties hereto that the execution and delivery of this IP Security Agreement shall supplement the Existing IP Agreement, without releasing or discharging any of the Obligations (as defined in the Credit Agreement) and the Collateral (as defined in the Credit Agreement and including, without limitation, the Existing Trademark Collateral) secured by or pledged pursuant to the Existing IP Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement and the Security Agreement, Grantor hereby agrees as follows:

Section 1 **Defined Terms**. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral**.

(a) Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby pledges, assigns and transfers to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, and grants to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Security Agreement**. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Lenders and the other Secured Parties, pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this IP Security Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 **Representation and Warranty**. Schedule I correctly sets forth all applied for and federally registered Trademarks acquired by Grantor in its own name as of the date hereof in connection with the transactions contemplated by the Asset Purchase Agreement.

Section 5 **Borrowers Remain Liable**. Grantor and the other Borrowers hereby agree that, anything herein to the contrary notwithstanding, Grantor and the other Borrowers shall assume

full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts**. This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

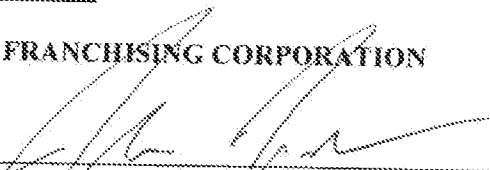
Section 7 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[Remainder of page intentionally left blank;
signatures appear on the following page]

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

GRANTOR:

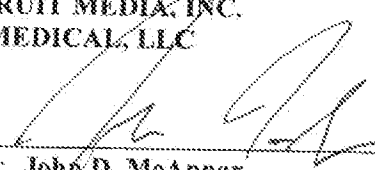
HQ FRANCHISING CORPORATION

By: 
Name: **John D. McAnnar**
Title: Chief Legal Officer, Vice President and Secretary

[SEAL]

OTHER BORROWERS:

**HIREQUEST, INC.
HIRE QUEST, L.L.C.
HQ LTS CORPORATION
HQ SNELLING CORPORATION
HQ LINK CORPORATION
HQ FINANCIAL CORPORATION
HQ REAL PROPERTY CORPORATION
HQ INSURANCE CORPORATION
DRIVERQUEST 2, LLC
HIREQUEST SECURITY, LLC
RECRUIT MEDIA, INC.
HQ MEDICAL, LLC**

By: 
Name: **John D. McAnnar**
Title: Chief Legal Officer, Vice President and Secretary

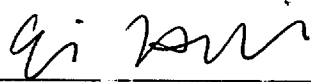
[SEAL]

[Signatures continue on the following page]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK, as Administrative Agent

By: 

Name: **Elizabeth H. Riley**

Title: Vice President

Schedule I

Trademarks

REGISTERED TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
NORTHBOUND EXECUTIVE SEARCH	86787849 October 14, 2015	5016304	August 9, 2016