

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745660

<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>
LABOR SOURCE, LLC		06/29/2022	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNFLOWER BANK, N.A.		
<b>Street Address:</b>	1400 16th Street, Suite 250		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5590258	CATSTAFF	
<b>Registration Number:</b>	3260375	ONE SOURCE STAFFING AND LABOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2024547625		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Julia Birgen		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1758300		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	08/03/2022		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 29, 2022, (the "**Agreement**") between **SUNFLOWER BANK, N.A.**, as collateral agent for the Lenders (in such capacity, "**Agent**") and **LABOR SOURCE, LLC**, a Kansas limited liability company ("**Grantor**"), is made with reference to the Loan and Security Agreement, dated as of June 29, 2022 (as amended, restated, supplemented and/or otherwise modified from time to time, the "**Loan Agreement**"), among, *inter alios*, Grantor, as borrower, certain lenders from time to time party thereto (collectively, the "**Lenders**"), and Agent, as administrative agent and collateral agent for the Lenders. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "**Copyrights**"), including the Copyrights described in **Exhibit A**;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in **Exhibit B**;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in **Exhibit C**;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy

provided for herein, and the exercise by Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Agent of any other rights, powers or remedies.

*[signatures on following page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LABOR SOURCE, LLC,  
a Kansas limited liability company

By: 

Name: BRAD CHESIN

Title: CFO

**AGENT:**

SUNFLOWER BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

c/o LABOR SOURCE HOLDINGS LLC  
110 S. Cherry St., 3rd Floor  
Olathe, KS 66061  
Attention: Rick Hicks and Brad Chesin  
Email: rhicks@1sourcelabor.com

Address for Notices:

SUNFLOWER BANK, N.A.  
1400 16th Street, Suite 250  
Denver, CO 80202  
Attn: Dan Bidle  
Email: dan.bidle@sunflowerbank.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

LABOR SOURCE, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

c/o LABOR SOURCE HOLDINGS LLC  
110 S. Cherry St., 3rd Floor  
Olathe, KS 66061  
Attention: Rick Hicks and Brad Chesin  
Email: rhicks@lsourcelabor.com

**AGENT:**

SUNFLOWER BANK, N.A.

By: Mike Moran

Name: Mike Moran

Title: Sr. Vice President

Address for Notices:

SUNFLOWER BANK, N.A.  
1400 16th Street, Suite 250  
Denver, CO 80202  
Attn: Dan Bidle  
Email: dan.bidle@sunflowerbank.com

*[Signature page to Intellectual Property Security Agreement (Labor Source, LLC)]*

**TRADEMARK**  
**REEL: 007799 FRAME: 0722**



**EXHIBIT A**  
**COPYRIGHTS**

Please Check if No Copyrights Exist ✓

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

**EXHIBIT B**  
**TRADEMARKS**

Please Check if No Trademarks Exist

Mark/Name	Design	Application No.	Registration No.	Registration Date
<u>CATSTAFF and Design</u>		87843735	5590258	October 23, 2018
<u>ONE SOURCE STAFFING AND LABOR and Design</u>		78812379	3260375	July 10, 2007



