

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Support Services Group, Inc.		08/15/2022	Corporation: TEXAS
S2G-Maine, LLC		08/15/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6303955	SUPPORT SERVICES GROUP PEOPLE · TECHNOLO	
Registration Number:	6101728	S2GENIUS	
Registration Number:	6101481	S2GENIUS	
Registration Number:	6100909	GREAT FALLS MARKETING	
Registration Number:	6100733	GREAT FALLS MARKETING	
Registration Number:	6242876	GREAT FALLS MARKETING	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Scott Kareff (014951-2131)		
SIGNATURE:	/EC FOR SK/		

CH \$165.00 6303955

DATE SIGNED:	08/15/2022
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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of August 15, 2022, by Support Services Group, Inc., a Texas corporation, and S2G-Maine, LLC, a Texas limited liability company (each a "Grantor", together the "Grantors"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, Grantors own the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated August 15, 2022 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Agent, as the Collateral Agent for itself and the Lenders; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby (the "IP Collateral"), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby pledges and grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK

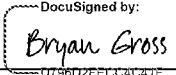
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from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

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.




Support Services Group, Inc.,
a Texas corporation,
as Grantor

S2G-Maine, LLC,
a Texas limited liability company,
as Grantor

By:  _____
Name: Bryan Gross
Title: President

SCHEDULE A

Trademark Registrations and Applications

<u>Owner/Applicant</u>	<u>Trademarks</u>	<u>Registration Number (or Application Number if Pending)</u>	<u>Jurisdiction</u>	<u>Date of Issuance (or Date of Filing if Pending)</u>
Support Services Group, Inc.	SUPPORT SERVICES GROUP PEOPLE · TECHNOLOGY · SOLUTIONS and Design 	6,303,955	USPTO	March 30, 2021
Support Services Group, Inc.	S2GENIUS and Design 	6,101,728	USPTO	July 14, 2020
Support Services Group, Inc.	S2Genius	6,101,481	USPTO	July 14, 2020
S2G-Maine, LLC	GREAT FALLS MARKETING and Design 	6,100,909	USPTO	July 14, 2020
S2G-Maine, LLC	Great Falls Marketing	6,100,733	USPTO	July 14, 2020
S2G-Maine, LLC	GREAT FALLS MARKETING and Design 	6,242,876	USPTO	January 12, 2021