

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Queen Consulting Group, LLC		12/27/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Convergent Capital Partners IV, L.P.		
Street Address:	9855 W. 78th St., Suite 320		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5044463	QUEEN CONSULTING GROUP	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-2461		
Email:	englishj@ballardspahr.com		
Correspondent Name:	Jennifer J. English		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-2119		
ATTORNEY DOCKET NUMBER:	00397382		
NAME OF SUBMITTER:	Jennifer J. English		
SIGNATURE:	/Jennifer J. English/		
DATE SIGNED:	01/04/2023		
Total Attachments: 5			
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THIS INSTRUMENT, AS WELL AS THE INDEBTEDNESS, RIGHTS (INCLUDING ALL LIENS AND SECURITY INTERESTS) AND OBLIGATIONS EVIDENCED HEREBY, ARE AND SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED IN RIGHT AND TIME OF PAYMENT TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (AS AMENDED, SUPPLEMENTED, RESTATED, REPLACED, REFINANCED OR OTHERWISE MODIFIED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS THEREOF, THE "*SUBORDINATION AGREEMENT*") DATED AS OF DECEMBER 27, 2022, BY AND AMONG THE LENDER, AS THE SUBORDINATED CREDITOR (AS DEFINED THEREIN), AND AVIDBANK, TO THE PRIOR PAYMENT IN FULL (AS DEFINED THEREIN) OF ALL AVIDBANK INDEBTEDNESS (AS DEFINED THEREIN) AND ANY RELATED LIENS AND SECURITY INTERESTS, AND EACH HOLDER (OR AGENT THEREFOR) OF THIS INSTRUMENT BY ITS ACCEPTANCE HEREOF IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*") is made as of December 27, 2022, by and among the Grantor listed on the signature pages hereof ("*Grantor*"), and CONVERGENT CAPITAL PARTNERS IV, L.P., a Delaware limited partnership ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of December 27, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*") by and among OSCEOLA STAFFING HOLDINGS, LLC, a Delaware limited liability company ("*Holdings*"), OSCEOLA STAFFING PL, LLC, a Florida limited liability company ("*Staffing*"), EDGELINK, LLC, an Oregon limited liability company ("*Edgelink*"), QUEEN CONSULTING GROUP, LLC, a Massachusetts limited liability company ("*Queen*"), and, together with Holdings, Staffing, and Edgelink, individually and collectively, the "*Borrower*"), and Lender, Lender agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the "*Security Agreement*"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "*Security Interest*") in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "*Trademark Collateral*"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (not to exceed three (3) Business Days, or such longer time as Lender may allow in writing in its sole discretion) notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Lender have executed this Agreement by their respective duly authorized officers as of the date first above written.

“Grantor”

QUEEN CONSULTING GROUP, LLC

DocuSigned by:

By: Matthew J. Ripaldi
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Name: Matthew Ripaldi

Its: President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

CONVERGENT CAPITAL PARTNERS IV, L.P.

By: Convergent Capital IV, LLC
Its: General Partner

By: 
Name: John Chan
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Mark	Registration Number	Registration Date
QUEEN CONSULTING GROUP	5,044,463	09/20/2016

Trade Names

N/A

Common Law Trademarks

N/A

Trademarks Not Currently In Use

N/A

Trademark Licenses

N/A

Schedule I