

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807855

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PeopleShare, LLC		05/03/2023	Limited Liability Company: DELAWARE
DecisionPathHR Acquisition, LLC		05/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A.		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	90431374	PEOPLESARE	
Serial Number:	88677206	PEOPLESARE	
Serial Number:	90064058	PEOPLEVIEW	
Serial Number:	87156967	DECISIONPATHIT	
Serial Number:	86227983	HOW TALENT MOVES	
Serial Number:	86227981	DECISIONPATHHR	
Serial Number:	85811102	DECISIONPATHHR	
Serial Number:	87801258	PEOPLE SHARE	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		

CH \$215.00 90431374

ATTORNEY DOCKET NUMBER:	15494204
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	05/04/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by PeopleShare, LLC ("PeopleShare") and DecisionPathHR Acquisition, LLC ("DPA", and together with PeopleShare, the "Grantors" and each a "Grantor") in favor of BMO Harris Bank N.A. ("Secured Party"). Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

WHEREAS, the Grantors own the trademarks listed on Schedule A annexed hereto;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 15, 2022 (as amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time, the "Credit Agreement") by and among the Grantors, Proman Staffing Solutions LLC, Proman Staffing LLC, Proman Staffing Perm LLC, Prostar Staffing LLC, Proman Skilled Trades LLC, PGI-Holding 1 LLC, PGI-Peopleshare, Inc., PGI Hydrogen Inc., PeopleShare Holding Corporation, PeopleShare Acquisition Corporation, PeopleShare Industrial, LLC, PeopleShare Professional, LLC, Reliance Acquisition, LLC and PeopleShare Best Practices, LLC, as borrowers ("Borrowers"), and Secured Party, as bank, Secured Party agreed to make certain loans and extend certain other financial accommodations to Borrowers; and

WHEREAS, pursuant to the Credit Agreement, Borrowers and Secured Party entered into that certain General Security Agreement, dated as of June 18, 2018 (as amended, restated, amended and restated, supplemented, joined or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to Secured Party a continuing security interest in, among other Collateral, certain trademarks of such Grantor and agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "USPTO") and any other appropriate governmental authorities;

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

Section 1. Incorporation of Security Agreement and Credit Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of the security interest herein with the USPTO. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Secured Party pursuant to the Security Agreement. The Credit Agreement and the Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto and the security interest granted herein to Secured Party is expressly subject to the terms and conditions thereof. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete payment and performance of the Obligations, each Grantor hereby pledges, assigns and grants to Secured Party a security interest in all of its right, title and interest in, to and under

the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- a) any and all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the USPTO or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto owned by such Grantor, including, without limitation, each trademark registration and application listed on Schedule A hereto (but excluding any "intent to use" trademark application for which a statement of use has not been filed (but only until such statement is filed));
- b) all reissues, continuations or extensions of any of the foregoing;
- c) all of the goodwill of the business connected with the use of, or symbolized by, any of the foregoing; and
- d) all income, royalties and proceeds 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 claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or other impairment thereof of any trademark or trademark application listed on Schedule A hereto, or injury to the goodwill associated with any of the foregoing.

Section 3. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor 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 applications subject to a security interest hereunder.

Section 4. Binding Effect. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of Secured Party and its successors and assigns.

Section 5. Governing Law. This Agreement shall be deemed to have been made in the State of Illinois and shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Section 6. Counterparts. This 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. Delivery of any executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[signature pages follow]

ACKNOWLEDGED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Secured Party

By: Tomorris Jocelyn
Name: Tomorris Jocelyn
Title: Vice President

[Signature Page to Trademark Security Agreement]

753507501

TRADEMARK
REEL: 008059 FRAME: 0132

SCHEDULE A
TRADEMARKS

	Serial Number	Registration Number	Word Mark	Expiry	Record Owner
1	90431374		PEOPLESARE		PeopleShare, LLC
2	88677206		PEOPLESARE		PeopleShare, LLC
3	90064058		PEOPLEVIEW		PeopleShare, LLC
4	87156967	5185483	DECISIONPATHIT	04/18/2023	DecisionPathHR Acquisition, LLC
5	86227983	4621046	HOW TALENT MOVES	10/15/2024	DecisionPathHR Acquisition, LLC
6	86227981	4631879	DECISIONPATHHR (& design)	11/04/2024	DecisionPathHR Acquisition, LLC
7	85811102	4618110	DECISIONPATHHR	10/07/2024	DecisionPathHR Acquisition, LLC
8	87801258	5741092	PEOPLE SHARE	04/30/2025	PeopleShare, LLC