

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM575133

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G&A OUTSOURCING, INC.		05/06/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK, NATIONAL ASSOCIATION
Street Address:	Fifth Third
Internal Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	BANK: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	4902986	SOFTWARE WITH THE SERVICE
Registration Number:	4346486	GA
Registration Number:	4346485	GA
Registration Number:	4346356	GA
Registration Number:	4213016	HR. EASIER DONE THAN SAID.
Registration Number:	4152842	MILLION DOLLAR EMPLOYEE
Registration Number:	2860247	G&A
Registration Number:	2862598	G&A OUTSOURCING, INC.
Registration Number:	3151305	G&A
Registration Number:	3145970	G&A
Registration Number:	3145973	G&A PARTNERS
Registration Number:	3145972	TIME TO GROW
Registration Number:	3145971	TIME TO GROW
Registration Number:	3139548	G&A PARTNERS
Registration Number:	3139546	GA
Registration Number:	3139545	GA
Registration Number:	3139544	GA G&A PARTNERS TIME TO GROW.
Registration Number:	3139543	GA G&A PARTNERS TIME TO GROW.

OP \$465.00 4902986

CORRESPONDENCE DATA**Fax Number:** 8888295819

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.

Phone: 888-829-5817**Email:** matt.mcewen@wolterskluwer.com**Correspondent Name:** CT Corporation**Address Line 1:** 208 South LaSalle St.**Address Line 2:** Suite 814**Address Line 4:** Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	05/06/2020

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

G&A OUTSOURCING, INC.

- Individual(s)
- Partnership
- Corporation- State: Texas
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 6, 2020

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: FIFTH THIRD BANK, NATIONAL ASSOCIATION

Street Address: Fifth Third, 38 Fountain Square Plaza

City: Cincinnati

State: Ohio

Country: Canada Zip: 45263

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other, Bank Citizenship United States

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

None.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4315081

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

Signature

May 6, 2020

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 6th day of May, 2020, **G&A OUTSOURCING, INC.**, a Texas corporation (“Debtor”), with its principal place of business and mailing address at 17220 Katy Freeway, Suite 350, Houston, Texas 77094, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to **FIFTH THIRD BANK, NATIONAL ASSOCIATION**, a national banking association, with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, and its successors and assigns (“Lender”), and grants to the Lender a continuing security interest in the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Credit Agreement dated as of December 31, 2019, among Debtor, the other loan parties named therein and the Lender, as the same may be amended, modified, or restated from time to time and as granted pursuant to that certain Guaranty and Security Agreement dated as of December 31, 2019, among Debtor, the other loan parties named therein and the Lender, as the same may be amended, modified, or restated from time to time (the “Security Agreement”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “Intent-To-Use Applications”), but rather, if and so long as such Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

"DEBTOR"

G&A OUTSOURCING, INC., a Texas corporation

By: 

Name: John W. Allen

Title: President & Chief Operating Officer

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006932 FRAME: 0130

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	COUNTRY	REG. NO.	SERIAL NO.
SOFTWARE WITH THE SERVICE	USA	4902986	86393694
GA	USA	4346486	85748325
GA	USA	4346485	85748322
GA	USA	4346356	85743401
HR. EASIER DONE THAN SAID	USA	4213016	85493979
MILLION DOLLAR EMPLOYEE	USA	4152842	85306187
G&A	USA	2860247	78264007
G&A OUTSOURCING, INC.	USA	2862598	78205583
G&A	USA	3151305	76589631
G&A	USA	3145970	76589611
G&A PARTNERS	USA	3145973	76589630
TIME TO GROW	USA	3145972	76589629
TIME TO GROW	USA	3145971	76589628
G&A PARTNERS	USA	3139548	76589612
GA	USA	3139546	76588426
GA	USA	3139545	76588424
GA G&A PARTNERS TIME TO GROW	USA	3139544	76588044
GA G&A PARTNERS TIME TO GROW	USA	3139543	76588043