

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRO CORPORATION		09/01/2021	Corporation: DELAWARE
PRO UNLIMITED GLOBAL SOLUTIONS, INC.		09/01/2021	Corporation: DELAWARE
PRO UNLIMITED, INC.		09/01/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. Bank, National Association, as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1505092	THISCO	
Registration Number:	2538733	RIGHTSOURCING	
Registration Number:	2779139	THE PEOPLE BLUE BOOK	
Registration Number:	2809954	PEOPLE TICKER	
Registration Number:	4675344	WAND	
Registration Number:	5668920	PRO UNLIMITED	
Serial Number:	90639342	PRO UNLIMITED	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$190.00 1505092

ATTORNEY DOCKET NUMBER:	30045.00373
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of September 1, 2021 (this “Agreement”), among PrO Unlimited Global Solutions, Inc., PRO Corporation and PRO UNLIMITED, INC. (each a “Grantor”) and U.S. Bank, National Association, in its capacity as collateral agent for the purchasers party to the Indenture referred to below (in such capacity, the “Collateral Agent”).

WHEREAS, reference is made to (a) the Indenture dated as of September 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among Select Parent, Inc., a Delaware corporation (“Holdings”), Select Acquisition Holdings, Inc., a Delaware corporation (the “Issuer”), the holders from time to time party thereto and the Collateral Agent, (b) a Note Purchase Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) and (c) the Second Lien Pledge and Security Agreement dated as of September 1, 2021 (the “Security Agreement”), by and among the Issuer, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, GS Initial Purchasers have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Indenture and the Note Purchase Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such Notes previously purchased.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Indenture, or if not defined in the Indenture, then as defined in the Note Purchase Agreement, or if not defined in the Note Purchase Agreement, then as defined in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Second Lien Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Second Lien Notes Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any trademarks, patents, copyrights and exclusive copyright licenses now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I hereto (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE

GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECOND LIEN NOTES SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS:

PRO CORPORATION

DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance

PRO UNLIMITED GLOBAL SOLUTIONS, INC.

DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance


PRO UNLIMITED, INC.

DocuSigned by:
Teresa Golio
By: _____
Name: Teresa Golio
Title: Sr. Vice President, Finance

[Signature Page to Second Lien IP Security Agreement]

AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: **Joshua A. Hahn**
Title: **Vice President**

SCHEDULE I

List of Trademarks

Trademark Registrations and Applications

NO.	MARK	COUNTRY	STATUS	REG./APP. NO.	REG./APP. DATE	OWNER
1.	THISCO	USA	Registered	1505092	September 20, 1988	PRO CORPORATION
2.	THISCO	CAN	Registered	TMA419336	November 5, 1993	PRO CORPORATION
3.	RIGHTSOURCING	USA	Registered	2538733	February 19, 2002	PRO CORPORATION
4.	THE PEOPLE BLUE BOOK ¹	USA	Registered	2779139	November 4, 2003	PRO UNLIMITED, INC.
5.	PEOPLE TICKER	USA	Registered	2809954	February 3, 2004	PRO UNLIMITED, INC.
6.	PEOPLE TICKER	CAN	Registered	TMA634292	March 3, 2005	PRO UNLIMITED, INC. ²
7.	WAND	USA	Registered	4675344	January 20, 2015	PRO CORPORATION
8.	PRO UNLIMITED WITH DESIGN	USA	Registered	5668920	February 5, 2019	PRO CORPORATION
9.	PRO UNLIMITED	USA	Application	90639342	April 12, 2021	PRO UNLIMITED, INC.

¹ Currently planned to not renew this Trademark.

² Assignment pending.

List of Patents**Issued Patents**

<u>NO.</u>	<u>APPLICANT</u>	<u>TITLE</u>	<u>STATUS</u>	<u>PATENT / PUBLICATION / APP. NO.</u>	<u>ISSUANCE / PUBLICATION / APP. DATE</u>
1.	PrO Unlimited Global Solutions, Inc.	System and Method for Managing Action Items	Issued	10373588	August 6, 2019
2.	PrO Unlimited Global Solutions, Inc.	Universal Position Model Assisted Staffing Platform	Published	20190318317	October 17, 2019
3.	PRO Unlimited Global Solutions, Inc.	Mobile Application for Staffing Suppliers	Published	20190318316	October 17, 2019
4.	PRO Unlimited Global Solutions, Inc.	Virtual Staffing Assistant	Published	20190318318	October 17, 2019
5.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Campus Assistant	Issued	10846935	November 24, 2020
6.	PrO Unlimited Global Solutions, Inc.	Automated Chat System for Web and Mobile	Published	20200258046	August 13, 2020
7.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Campus Assistant	Published	20210065453	March 4, 2021
8.	PRO Unlimited Global Solutions, Inc.	Augmented Reality Badge System	Issued	11042769	June 22, 2021
9.	PRO Unlimited Global Solutions, Inc.	System for Providing Pay Rate Guidance for a Job Position	Application	17114221	December 7, 2020

List of Copyrights**Copyright Registrations and Applications**

NO.	TITLE	COUNTRY	REG. NO./REG. DATE	OWNER
1.	If you think of payroll as a fixed expense you're probably overstaffed.	USA	TX0002947454 November 06, 1990	PRO CORPORATI ON
2.	Uniskill ³	USA	TX0003979698 February 28, 1995	PRO CORPORATI ON
3.	Uniforce: Your Source for MIS Contract Professionals ⁴	USA	TX0003133963 July 29, 1991	PRO CORPORATI ON

³ Currently planned to not renew this Copyright.

⁴ Currently planned to not renew this Copyright.