

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prolink Staffing Services, LLC		02/26/2022	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn St.		
Internal Address:	Floor L2		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6000031	PROLINK	
Registration Number:	6000032	LINK TO THE RIGHT HIRE	
Registration Number:	6292771	EXPRESS RESPONSE	
Registration Number:	6570062	PLS	
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:	3132233518		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Rebecca Papi		
Address Line 1:	200 Ottawa Ave. N.W.		
Address Line 2:	Suite 1000		
Address Line 4:	Grand Rapids, MICHIGAN 49503		
ATTORNEY DOCKET NUMBER:	000007-07803		
NAME OF SUBMITTER:	Rebecca Papi		
SIGNATURE:	/Rebecca Papi/		
DATE SIGNED:	03/02/2022		

CH \$115.00 6000031

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of February 26, 2022 by PROLINK STAFFING SERVICES, LLC, an Ohio limited liability company (the "Grantor") in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

Recitals

A. The Grantor, ProLink Resources, LLC, an Ohio limited liability company ("ProLink Resources"), ProLink Information Technology, LLC, an Ohio limited liability company ("ProLink IT"), ProLink Healthcare, LLC, an Ohio limited liability company ("Pro Link Healthcare"), and together with Borrower, ProLink Resources and ProLink IT, the "Loan Parties", the lenders party thereto, and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated February 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. The Grantor, the Loan Parties and the Administrative Agent are parties to that certain Amended and Restated Pledge and Security Agreement dated February 26, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned, and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a first-priority security interest in substantially all of the assets of the Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired Trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations as (defined in the Credit Agreement).

D. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present, or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any

trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit, or otherwise modify the security interests granted in the Security Agreement. This Agreement is a Confirmatory Grant as referenced in and contemplated by the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are 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.

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.

This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

[Signature pages follow]

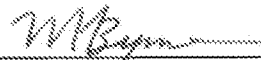
IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

GRANTOR:

PROLINK STAFFING SERVICES, LLC

By: 
Name: Anthony V. Munafa
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Michael Byrne
Title: Authorized Officer

Signature Page to ProLink Trademark Security Agreement

TRADEMARK
REEL: 007647 FRAME: 0452

SCHEDULE 1

Trademark Applications, Trademarks, and Trademark Licenses

TRADEMARKS APPLICATIONS

None.

TRADEMARKS

Trademark	Registration No.	Registration Date	Status
PROLINK	6000031	March 3, 2020	LIVE
LINK TO THE RIGHT HIRE	6000032	March 3, 2020	LIVE
EXPRESS RESPONSE	6292771	March 16, 2021	LIVE
PLS & Design	6570062	November 23, 2021	LIVE

TRADEMARK LICENSES

None.