TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563474

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Pledge and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Human Capital Acquisition, LLC		12/18/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2315939	HUMAN CAPITAL
Registration Number:	4711366	HUMAN CAPITAL UNITAS PER SERVITIAM 1997

CORRESPONDENCE DATA

Fax Number:

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: 2165665791
Email: Jennifer.Hardy@thompsonhine.com
Correspondent Name: Jennifer N. Villyard
Address Line 1: 3900 Key Center
Address Line 2: 127 Public Square
Address Line 4: Cleveland, OHIO 44114

OP $65.00 2315939

NAME OF SUBMITTER:	Jennifer N. Villyard
SIGNATURE:	/s/ Jennifer N. Villyard
DATE SIGNED:	02/24/2020

Total Attachments: 189
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PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 18, 2019 by:

(a) each Borrower (as defined in the Credit Agreement, as hereinafter defined) that is listed on Schedule 1 hereto, and any other Borrower that hereafter becomes a party hereto (individually and collectively, as the context requires);

(b) VENSURE HOLDCO, LLC, a Delaware limited liability company ("Holdings"); and

(c) each Subsidiary (as defined in the Credit Agreement, as hereinafter defined) that is listed on Schedule 2 hereto, and any other Subsidiaries that hereafter becomes a party hereto (each such Subsidiary, together with Holdings and Borrower, collectively, "Grantors" and, individually, each a "Grantor"), jointly and severally, in favor of;

(d) KEYBANK NATIONAL ASSOCIATION, in its capacity as administrative agent (in such capacity, the "Administrative Agent") (as each such term is defined in the Credit Agreement), on behalf of itself and the other Secured Parties (as defined herein).

RECITALS

A. Grantors, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (together with their respective successors and assigns, collectively, "Lenders" and individually, each a "Lender"), and Administrative Agent are entering into a Credit Agreement dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Each Grantor is entering into this Agreement in order to induce Administrative Agent and the other Secured Parties to enter into and extend credit to Borrower under the Credit Agreement.

ACCORDINGLY, Grantors and Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1. Terms Defined in Credit Agreement and UCC. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement. Terms defined in Article 8 or 9 of the UCC which are not otherwise defined in this Agreement or the Credit Agreement are used herein as defined in the UCC.

1.2. Definitions of Certain Terms Used Herein. As used in this Agreement, in addition to the terms defined in the first paragraph hereof and in the Preliminary Statement, the following terms shall have the following meanings:

"Article" means a numbered article of this Agreement, unless another document is specifically referenced.

"Collateral" shall have the meaning set forth in Article II.

"Commercial Tort Claims" means commercial tort claims as defined in Article 9 of the UCC, including each commercial tort claim specifically described on Exhibit I.

"Contractual Obligations" means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its assets is bound.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Exhibit" refers to a specific exhibit to this Agreement, unless another document is specifically referenced.

"Excluded Account" shall mean (a) any deposit account, securities account, commodities account or other account of any Grantor or any other Loan Party (and all cash, Cash Equivalents and other securities or investments held therein) to the extent solely and exclusively used for payment of payroll, employee benefits and withholding taxes, (b) deposit accounts of any Grantor or any other Loan Party which do not hold more than $50,000 individually at any time or $250,000 in the aggregate for all such accounts at any time, (c) any deposit account, securities account, commodities account or other account of any Grantor or any other Loan Party (and all cash, Cash Equivalents and other securities or investments held therein) to the extent solely and exclusively used for Taxes required to be collected, remitted or withheld (including, without limitation, federal and state withholding Taxes (including the employer's share thereof)), and (d) any deposit account, securities account, commodities account or other account of any Grantor or any other Loan Party (and all cash, Cash Equivalents and other securities or investments held therein) to the extent solely and exclusively used for other funds which Holdings or any of its direct and indirect Subsidiaries

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hold in trust or as an escrow or fiduciary for another person which is not Holdings or any of its direct and indirect Subsidiaries in the ordinary course of business.

"Excluded Equity" means (a) any voting stock in excess of 65% of the outstanding voting stock of any Subsidiary that is a "controlled foreign corporation" under Section 957 of the Code, which, pursuant to the terms of the Credit Agreement, is not required to guaranty the Obligations, (b) the Equity Interest of any Captive Insurance Subsidiary which cannot be pledged without the consent of third parties pursuant to the organizational documents of such Captive Insurance Subsidiary or where such pledge is prohibited or restricted by applicable law, (c) the Equity Interest of any not-for-profit Subsidiary, and (d) the Equity Interest of any special purpose entities used for permitted securitization facilities. For the purposes of this definition, "voting stock" means, with respect to any issuer, the issued and outstanding shares of each class of Equity Interests of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)).

"Excluded Property" means, collectively, (i) Excluded Equity, (ii) any permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent of any Person other than a Grantor and its Subsidiaries or any other Loan Party which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title or interest in such permit, license or Contractual Obligation or any Equity Interests related thereto or (B) to the extent that any requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other requirement of Law, (iii) any real or personal property owned by any Grantor that is subject to a purchase money Lien or a capital lease permitted under the Credit Agreement if the Contractual Obligation pursuant to which such Lien is granted (or in the document providing for such capital lease) prohibits or requires the consent of any Person other than a Grantor and its Subsidiaries or any other Loan Party which has not been obtained as a condition to the creation of any other Lien on such equipment, (iv) any intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, (v) Excluded Accounts, (vi) any Immaterial Real Property, (vii) any aircraft or any trucks, trailers, tractors, service vehicles, automobiles, rolling stock or other registered mobile equipment or equipment covered by certificates of title or ownership of Holdings or any of its subsidiaries, individually with a fair market value not in excess of $50,000, except to the extent the same may be perfected by the filing of a UCC financing statement, and (viii) assets where the cost of obtaining a security interest therein exceeds the practical benefit to the Lenders afforded thereby or which would result in a material adverse tax consequence, as reasonably determined by the Administrative Agent; provided, however, that "Excluded Property" shall not include any proceeds, products, substitutions or replacements of Excluded Property (unless such proceeds, products, substitutions or replacements would otherwise constitute Excluded Property); provided further, that for the avoidance of doubt, no Grantor shall be required to enter into any foreign-law

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governed security documents in connection with any share pledge, intellectual property registered in any non-U.S. jurisdiction or any other grant of security interest.

"Immaterial Real Property" means any parcel of real property and improvements thereto (a) owned in fee simple by a Loan Party and which has a fair market value (estimated in good faith by the Borrower or such other Loan Party) not in excess of $1,000,000 at any time, and (b) leasehold real property.

"Intellectual Property" means, collectively, all (i) Copyrights, (ii) Patents, (iii) Trademarks, and (v) all internet domain names and addresses of any Grantor and proceeds.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors (other than Excluded Property), whether or not physically delivered to the Administrative Agent pursuant to this Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Section" means a numbered section of this Agreement, unless another document is specifically referenced.

"Secured Parties" shall have the meaning set forth in the Credit Agreement.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which any Grantor shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity Interest and any right to receive earnings, in which such Grantor now has or hereafter acquires any right, issued by an issuer of such Equity Interest (in each case other than Excluded Property).

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"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and the plural forms of the defined terms. If any of the terms or conditions of the Agreement is in conflict with the Credit Agreement, then the terms and conditions of the Credit Agreement shall govern.

ARTICLE II
GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following personal property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Documents;

(iv) all Equipment;

(v) all Fixtures;

(vi) all General Intangibles;

(vii) all Goods;

(viii) all Instruments;

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(ix) all Intellectual Property;

(x) all Inventory;

(xi) all Investment Property;

(xii) all cash or cash equivalents;

(xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;

(xiv) all Deposit Accounts with any bank or other financial institution (other than Excluded Accounts);

(xv) the Commercial Tort Claims described on Exhibit I, as supplemented pursuant to Section 4.8;

(xvi) all Farm Products; and

(xvii) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Obligations. Notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, however, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Secured Parties that, as of the Effective Date:

3.1. Title, Authorization, Validity, Enforceability, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Permitted Encumbrances, and has the requisite power and authority to grant to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, the security interest in the Collateral pursuant hereto. The execution and delivery by such Grantor of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership, as the case may be, proceedings of such Grantor, and this Agreement

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constitutes a legal valid and binding obligation of such Grantor and creates a security interest which is enforceable against such Grantor in all Collateral it now owns or hereafter acquires, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. When the financing statements have been filed in the appropriate offices against such Grantor in the jurisdictions listed on Exhibit H, the Administrative Agent, on behalf of and for the benefit of the Secured Parties, will have a fully perfected first priority security interest in that Collateral of such Grantor in which a security interest may be perfected by filing, subject only to Permitted Encumbrances.

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address, and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral having a fair market value in excess of $250,000 (other than Equipment and Inventory out for repair, in transit, at other locations in connection with repair or refurbishment thereof in the ordinary course of business, in the possession of employees of the Grantors in the ordinary course of business) is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Collateral is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. Exact Names. Such Grantor's name in which it has executed this Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Except as set forth on Exhibit A, such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor in an amount in excess of $250,000. All action by such Grantor necessary or desirable to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper to the extent required hereunder) has been duly taken. The Administrative Agent will have, on behalf of and for the benefit of the Secured Parties, a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Permitted Encumbrances.

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3.8. Accounts and Chattel Paper. With respect to its Accounts; (i) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (ii) there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment; (iii) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records; (iv) such Grantor has not received any notice of proceedings or actions which are threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (v) such Grantor has no knowledge that any Account Debtor has become insolvent or is generally unable to pay its debts as they become due.

3.9. Inventory. (a) All Inventory having a fair market value in excess of $250,000 (other than Inventory out for repair, in transit, at other locations in connection with repair or refurbishment thereof in the ordinary course of business, in the possession of employees of the Grantors in the ordinary course of business) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) such Grantor has good and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for the security interest granted to the Administrative Agent hereunder, for the benefit of the Administrative Agent and the Secured Parties, and Permitted Encumbrances, (d) such Inventory is of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder, and (g) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Such Grantor does not have any title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Agreement with the United States Copyright Office and the United States Patent and Trademark Office, as applicable, fully perfected first priority security interests in favor of the Administrative Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from such Grantor; and all action necessary or desirable to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

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3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles or equipment described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated (by a filing authorized by the secured party in respect thereof) naming such Grantor as debtor has been filed or is of record in any jurisdiction except for financing statements or security agreements (a) naming the Administrative Agent as the secured party and (b) in respect to other Permitted Encumbrances.

3.13. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all of the Pledged Collateral owned by each Grantor. The applicable Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Administrative Agent hereunder and Liens permitted under Section 6.16(d) of the Credit Agreement. Such Grantor further represents and warrants that (i) all Pledged Collateral constituting an Equity Interest owned by it has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control and (iv) all Pledged Collateral which represents Debt owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Debt, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) no options, warrants, calls or commitments of any character whatsoever (A) exist relating to such Pledged Collateral or (B) obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Agreement or for the execution, delivery and performance of this Agreement by such Grantor, or for the

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exercise by the Administrative Agent of the voting or other rights provided for in this Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitute Pledged Collateral owned by it and none of the Pledged Collateral which represents Debt owed to such Grantor is subordinated in right of payment to other Debt or subject to the terms of an indenture.

ARTICLE IV
COVENANTS

From the date of this Agreement, and thereafter until this Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Administrative Agent such reports relating to such Collateral as the Administrative Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements; Ratification. Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information described in the foregoing sentence to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) Further Assurances. Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, statements and schedules further

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identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral except for dispositions specifically permitted pursuant to Section 6.18 of the Credit Agreement.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Agreement, and (ii) Permitted Encumbrances.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except for financing statements (i) naming the Administrative Agent as the secured party, and (ii) in respect Permitted Encumbrances. Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

(g) Locations. Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A or disclosed to Administrative Agent pursuant to clause (ii) of this Section (other than Equipment and Inventory out for repair, in transit, at other locations in connection with repair or refurbishment thereof in the ordinary course of business, in the possession of employees of the Grantors in the ordinary course of business and other inventory and equipment not to exceed $250,000 in the aggregate), (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent unless otherwise permitted under the Credit Agreement, or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement.

(h) Compliance with Terms. Such Grantor will perform and comply in all material respects with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

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(b) Collection of Receivables. Except as otherwise provided in this Agreement, such Grantor will use commercially reasonable efforts in accordance with past practices to collect and enforce, at such Grantor's sole expense, all amounts due or all hereafter due to such Grantor under the Receivables owned by it.

(c) Delivery of Invoices. Such Grantor will deliver to the Administrative Agent immediately upon its request after the occurrence and during the continuation of an Event of Default duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If (i) any material discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable owned by such Grantor exists or (ii) if, to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing.

(e) Electronic Chattel Paper. Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will make reasonable efforts to maintain, preserve, protect and keep its material properties (tangible and intangible) necessary or useful in the proper conduct of its business in good working order and condition, ordinary wear and tear and casualty events excepted, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Returned Inventory. If an Account Debtor returns any Inventory to such Grantor when no Event of Default exists, then such Grantor shall promptly determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount. In the event any Account Debtor returns Inventory to such Grantor when an Event of Default exists, such Grantor, upon the request of the Administrative Agent, shall: (i) hold the returned Inventory in trust for the Administrative Agent; (ii) segregate all returned Inventory from all of its other property; (iii) dispose of the returned Inventory solely according to the Administrative Agent's written instructions; and (iv) not issue any credits or allowances with respect thereto without the Administrative Agent's prior written consent. All returned Inventory shall be subject to the Administrative Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory.

(c) Inventory Count. After and during the continuation of an Event of Default, such Grantor will conduct a physical count of its Inventory upon the request of the

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Administrative Agent. Such Grantor, at its own expense, shall deliver to the Administrative Agent the results of such physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory.

(d) Equipment. Such Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of such Grantor's Equipment constituting Collateral.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it in excess of $250,000 individually (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, giving the Administrative Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Encumbrances and sales of assets specifically permitted pursuant to Section 6.18 of the Credit Agreement) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing;

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(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor;

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Administrative Agent;

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Agreement, the Credit Agreement or any other Loan Document; provided however, that no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral;

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence and during the continuance of an Event of Default, upon notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting Pledged Collateral as if it were the absolute owner thereof;

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, any Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; provided however, that until actually paid, all rights to such distributions shall remain subject to the Lien created by this Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith

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delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Upon the occurrence and during the continuance of an Event of Default, and upon request by Administrative Agent, such Grantor will use commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any material License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Administrative Agent immediately if it knows that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) Such Grantor shall provide notice to Administrative Agent upon the filing of any application for the registration of any Patent, Trademark or Copyright material to such grantor's business with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent prior written notice thereof, and, upon request of the Administrative Agent, such Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its material Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings material to such Grantor's business.

(e) The Grantor shall take actions as such Grantor determines is appropriate or necessary in its reasonable business judgment to protect its material Patents, Trademarks or Copyrights, including to sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. Such Grantor shall promptly, and in any event within two (2) Business Days after the same is acquired by it, notify the Administrative Agent of any commercial tort claim in excess of $250,000 (as defined in the UCC) acquired by it and, unless

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the Administrative Agent otherwise consents, such Grantor shall enter into an amendment to this Agreement, in the form of Exhibit I hereto, granting to Administrative Agent a first priority security interest in such commercial tort claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit having a face amount of $250,000 or more in any one instance, it shall promptly, and in any event within two (2) Business Days after becoming a beneficiary, notify the Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Obligations, in accordance with the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. Insurance.

(a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance on such Collateral (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of flood insurance required by this Section shall at a minimum comply with applicable law, including the Flood Disaster Protection Act of 1973, as amended.

(b) All insurance policies required hereunder and under Section 6.9 of the Credit Agreement shall name the Administrative Agent as an additional insured or as lender's loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and lender loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty (30) days prior written notice given to the Administrative Agent.

(c) All premiums on any such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Administrative Agent. If such Grantor fails to obtain or maintain any insurance as required by this Section, the Administrative Agent may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from the Grantor's failure to maintain such insurance or pay any premiums therefor. The Loan Parties may later cancel any insurance purchased by Administrative Agent, but only after providing

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Administrative Agent with evidence that the Loan Parties and their Subsidiaries have obtained the insurance coverage required hereunder and under Section 6.9 of the Credit Agreement.

4.12. Deposit Account Control Agreements. Such Grantor will provide to the Administrative Agent upon the Administrative Agent's request or as otherwise required pursuant to Section 6.24 of the Credit Agreement, if such account is not an Excluded Account, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor as set forth in this Agreement.

4.13. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office or principal place of business, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least ten (10) days prior written notice of such change and the Administrative Agent, provided that (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in the Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent in any Collateral), provided further, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year which currently ends on December 31.

ARTICLE V
REMEDIES

5.1. Remedies.

(a) Upon the occurrence and during the continuation of an Event of Default, the Administrative Agent may exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Agreement, the Credit Agreement, or any other Loan Document; provided that, this Section 5.1(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the other Secured Parties prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give a notice of sole control or any other instruction under any Deposit Account Control Agreement or any other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

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(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, exercise the voting and all other rights as a holder with respect thereto, collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Administrative Agent and the other Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the other Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption the Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and the other Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment. Upon the occurrence and during the continuance of an Event of Default, if at any such time Administrative Agent so requests, all proceeds from the sale or other disposition of the Inventory, and all collections and other proceeds from any Accounts and Receivables, shall be deposited into an account designated by Administrative Agent (a "Collections Account"), which account shall be under the sole and exclusive control of Administrative Agent. Such proceeds and collections shall not be commingled with any other funds and shall be promptly and directly deposited into such account in the form in which received by the applicable Grantor. Such proceeds and collections shall not be deposited in

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any other account and said Collections Account shall contain no funds other than such proceeds and collections. All or any portion of the funds on deposit in said Collections Account may, in the sole discretion of Administrative Agent, be applied from time to time as Administrative Agent elects to payment of obligations secured by this Agreement or Administrative Agent may elect to turn over to the applicable Grantor, from time to time, all or any portion of such funds.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Administrative Agent may exercise the remedies provided in this Section 5.1 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Hedging Transaction.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor any other Secured Party shall be required to (i) make any demand upon, or pursue or exhaust any of its rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of its rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.2. Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence of and during the continuation of an Event of Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the applicable Grantor for such use and occupancy;

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(c) prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Administrative Agent may reasonably request, all in form and substance satisfactory to the Administrative Agent, and furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify; and

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral.

5.3. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of itself and the other Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any intellectual property rights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, subject, in the case of Trademarks, to commercially reasonable quality control standards necessary to prevent any such Trademarks from being abandoned and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI
ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Administrative Agent may at any time after the occurrence and during the continuation of an Event of Default, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Administrative Agent to Take Certain Action.

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(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney-in-fact (i) to endorse and collect any cash proceeds of the Collateral, (ii) to file any financing statement with respect to the Collateral and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iii) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (iv) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral, (v) to contact Account Debtors for any reason, (vi) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (vii) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of the Grantor, assignments and verifications of Receivables, (viii) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (ix) to settle, adjust, compromise, extend or renew the Receivables, (x) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xi) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xii) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xiii) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xiv) to do all other acts and things necessary to carry out this Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; provided that, this authorization shall not relieve such Grantor of any of its obligations under this Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, under this Section 6.2 are solely to protect the Administrative Agent's and the other Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any other Secured Party to exercise any such powers. The Administrative Agent agrees that, except for the powers granted in Section 6.2(a)(i)-(iv) and Section 6.2(a)(xiv), it shall not exercise any power or authority granted to it unless an Event of Default has occurred and is continuing.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT DURING THE CONTINUANCE OF AN EVENT OF DEFAULT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) OF THE GRANTOR WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, BUT SUBJECT TO ANY LIMITATIONS SET FORTH HEREIN, WITH FULL POWER OF

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SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE LENDER AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE LENDER AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 7.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NONE OF THE LENDER, ANY OTHER SECURED PARTY, ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR OR THEIR AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO SUCH PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII
GENERAL PROVISIONS

7.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to Grantors, addressed as set forth in Article VIII, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any other Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Administrative Agent or any other Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which,

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but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

7.2. Limitation on the Administrative Agent's Duty with Respect to the Collateral. The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent shall use reasonable care with respect to the Collateral in its possession or under its control. The Administrative Agent shall not have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. The Grantor acknowledges that the purpose of this Section 7.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 7.2. Without limitation upon the foregoing, nothing contained in this Section 7.2 shall be construed to grant any rights to the Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 7.2.

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7.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

7.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 7.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

7.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 5.2, or 7.6 will cause irreparable injury to the Administrative Agent and the other Secured Parties, that the Administrative Agent and the other Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent to seek and obtain specific performance of other obligations of the Grantors contained in this Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 7.5 shall be specifically enforceable against the Grantors.

7.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent or any other Secured Party unless such authorization is in writing signed by the Administrative Agent.

7.7. No Waiver; Amendments; Cumulative Remedies. No failure or delay by the Administrative Agent or any other Secured Party to exercise any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the other Secured Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Grantor therefrom

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shall in any event be effective unless in writing signed by the Administrative Agent and then only to the extent in such writing specifically set forth.

7.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction, and to this end the provisions of this Agreement are declared to be severable.

7.9. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof (including a payment effected through exercise of a right of setoff), is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise (including pursuant to any settlement entered into by a Secured Party in its discretion), all as though such payment or performance had not been made. In the event that any payment, or any part thereof (including a payment effected through exercise of a right of setoff), is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7.10. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent, the other Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the other Secured Parties, hereunder.

7.11. Survival of Representations. All representations and warranties of the Grantors contained in this Agreement shall survive the execution and delivery of this Agreement.

7.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Agreement shall be paid by the Grantors, together with interest and penalties, if any. The reasonable, documented and out-of-pocket expenses of the

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Administrative Agent incurred in connection with the preparation, execution, delivery, administration, collection and enforcement of this Agreement shall be paid in accordance with Section 13.3 of the Credit Agreement. Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

7.13. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

7.14. Termination. This Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Obligations other than contingent indemnification obligations as to which no claim has been made have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or at the discretion of the Administrative Agent, a back-up standby Letter of Credit satisfactory to the Administrative Agent has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent which would give rise to any Obligations are outstanding.

7.15. Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

7.16. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

7.17. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS**

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BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN NEW YORK, NEW YORK.

7.18. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE OR OTHER AGENT (INCLUDING ANY ATTORNEY) OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

7.19. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent, the other Secured Parties and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, fees, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any other Secured Party is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or any other Secured Party, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by any Secured Party or any Grantor, and any claim for Patent, Trademark or Copyright infringement).

7.20. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

ARTICLE VIII
NOTICES

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8.1. Sending Notices. Any notice required or permitted to be given under this Agreement shall be sent in accordance with Section 13.23 of the Credit Agreement.

8.2. Change in Address for Notices. Each of the Grantors and the Administrative Agent may change the address for service of notice upon it by a notice in writing to the other parties.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Agreement as of the date first above written.

GRANTORS:

VENSURE EMPLOYER SERVICES, INC.
VENSURE HR, INC.
INSURED SOLUTIONS ACQUISITION, LLC
HARBOR AMERICA ACQUISITION, LLC
PARAMOUNT PEO SOLUTIONS ACQUISITION, LLC
EMPLOYEEMAX ACQUISITION, LLC
NATIONAL PEO ACQUISITION, LLC
HUMAN CAPITAL ACQUISITION, LLC
PACIFIC ADVANTAGE ACQUISITION, LLC
ALLIANCE ALPINE ACQUISITION, LLC
QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC
STAFFMETRIX HR ACQUISITION, LLC
ACCESSPOINT ACQUISITION, LLC
LIGHTSOURCE HR ACQUISITION, LLC
EMPLOYERS' INNOVATIVE NETWORK ACQUISITION, LLC
WORKLOGIC ACQUISITION, LLC
SBS PAYROLL ACQUISITION, LLC
ZUMAN ACQUISITION, LLC
VENSURE HOLDCO, LLC
IS PEO HOLDINGS, LLC
INSURED SOLUTIONS, LLC
IS ADMINISTRATIVE SERVICES, LLC
IS PEO, LLC
IS ASO, LLC
IS ASSOCIATES, LLC
IS BUSINESS SERVICES, LLC
IS CONTRACTING, LLC
IS STAFFING, LLC
IS SERVICES COMPANY, LLC
IS PROVIDER, LLC
IS MANAGEMENT, LLC
IS MANAGEMENT II, LLC
IS DEVELOPMENT GROUP, LLC
IS RESOURCES, LLC
SINGLESOURCE BUSINESS PROCESSING, LLC
SOURCEONE ADMINISTRATIVE SERVICES, LLC
SOURCEONE CONTRACTING SERVICES, LLC
SINGLESOURCEHR, LLC
HARBOR AMERICA HOLDINGS INC.
HEART HR MARITIME SERVICES INC.
HEART EMPLOYEE LEASING, INC.
HEART HR MARITIME STAFFING INC.
PMG STAFFING, INC.
HEART HR LIMITED
HARBOR AMERICA WEST INC.
UNION STRATEGIC ALLIANCE INC.
HARBOR AMERICA – SOUTHWEST, INC
HARBOR AMERICA CALIFORNIA INC.
HARBOR AMERICA COASTAL, INC.
HARBOR AMERICA FLORIDA INC.
HARBOR AMERICA AGRICULTURAL SERVICES INC.
HARBOR AMERICA EAST INC.
HARBOR AMERICA CENTRAL INC.
HARBOR AMERICA FINANCIAL SERVICES INC.
HARBOR AMERICA PAYROLL SERVICES INC.
HARBOR AMERICA BROKERAGE INC.
ESSENTIAL PERSONNEL, INC.
HARBOR AMERICA SPECIALTY TRADES INC.
NATIONAL PEO, L.L.C.
NEXUS PARTNERS INSURANCE, LLC
PRO PAY, LLC
NATIONAL PEO OF INDIANA LLC
NATIONAL PEO OF NEVADA LLC
NATIONAL PEO PAYROLL MANAGEMENT COMPANY, LLC
HUMAN CAPITAL FL, LLC
HUMAN CAPITAL FL 2, LLC
HUMAN CAPITAL FL 3, LLC
POCH HOLDINGS, LLC
HUMAN CAPITAL L.L.C.
MIHR, LLC
INTEGRITY HR, LLC
INSURASOURCE, INC.
HC MICHIGAN, INC.
HR MANAGEMENT, LLC
HC BETA, LLC
ALPINE BENEFITS, INC.
ALLIANCE RESOURCE SERVICES, INC.
ALLIANCE RESOURCE SERVICES ONE, INC.
ALLIANCE RESOURCE SERVICES TWO, INC.
ALLIANCE RESOURCE SERVICES THREE, INC.
ALLIANCE RESOURCE SERVICES FOUR, INC.
ALLIANCE RESOURCE SERVICES FIVE, INC.
QUALITY BUSINESS SOLUTIONS, LLC
QBS, INC. OF FL
QBS, INC. OF FL II
ACCESS ADMINISTRATIVE PREFERENCES, L.L.C.
ACCESS BENEFITS GROUP, L.L.C.
ACCESS EDUCATIONAL HR, LLC
ACCESS EMPLOYMENT RESOURCES, L.L.C.
ACCESS HUMAN RESOURCES, L.L.C.
ACCESS MANAGEMENT, L.L.C.
ACCESS RESOURCE SOLUTIONS, L.L.C.
ACCESS RISK SERVICES, L.L.C.
ACCESS STAFFING ALTERNATIVES, L.L.C.
ACCESS STAFFING INITIATIVES, L.L.C.
ACCESS XI SERVICES, LLC
ACCESSPOINT HR SERVICES, LLC
ACCESSPOINT, L.L.C.
ACCESSPOINT SOUTHWEST MICHIGAN, L.L.C.
ACCESSPOINT WEST MICHIGAN, L.L.C.
ADVANACCESS EDUCATION SERVICES, LLC
ADVANCE EDUCATIONAL SERVICES, INC.
AP ASO, LLC
AP ESP, LLC
AP SERVICE COMPANY
AP VERITAS HR, LLC
AP VERITAS, LLC
EMPLOYERS' INNOVATIVE NETWORK LLC
EIN SERVICES LLC
EIN ENERGY LLC
COMPLETE PHYSICIANS' RESOURCES, LLC
EIN SOLUTIONS LLC
EIN ALLIANCE, LLC
EIN PAYROLL SERVICES, LLC

By:
Name: Alex Campos
Title: Chief Executive Officer

Signature Page to
Pledge and Security Agreement

KEYBANK NATIONAL ASSOCIATION
as Administrative Agent

By: _____
Marc Evans
Vice President

Signature Page to
Pledge and Security Agreement

SCHEDULE 1

BORROWERS

Vensure Employer Services, Inc., an Arizona corporation
Vensure HR, Inc., an Arizona corporation
Insured Solutions Acquisition, LLC, a Delaware limited liability company
Harbor America Acquisition, LLC, a Delaware limited liability company
Paramount PEO Solutions Acquisition, LLC, a Delaware limited liability company
EmployeeMax Acquisition, LLC, a Delaware limited liability company
National PEO Acquisition, LLC, a Delaware limited liability company
Human Capital Acquisition, LLC, a Delaware limited liability company
Pacific Advantage Acquisition, LLC, a Delaware limited liability company
Alliance Alpine Acquisition, LLC, a Delaware limited liability company
StaffMetrix HR Acquisition, LLC, a Delaware limited liability company
Quality Business Solutions Acquisition, LLC, a Delaware limited liability company
AccessPoint Acquisition, LLC, a Delaware limited liability company
LightSource HR Acquisition, LLC, a Delaware limited liability company
Employers' Innovative Network Acquisition, LLC, a Delaware limited liability company
Worklogic Acquisition, LLC, a Delaware limited liability company
Zuman Acquisition, LLC, a Delaware limited liability company
SBS Payroll Acquisition, LLC, a Delaware limited liability company

SCHEDULE 2

SUBSIDIARIES

IS PEO Holdings, LLC, a Delaware limited liability company
IS Risk Group, LLC, a Georgia limited liability company
Insured Solutions, LLC, a Delaware limited liability company
IS Administrative Services, LLC, a Georgia limited liability company
IS PEO, LLC, a Georgia limited liability company
IS ASO, LLC, a Georgia limited liability company
IS Associates, LLC, a Georgia limited liability company
IS Business Services, LLC, a Georgia limited liability company
IS Contracting, LLC, a Georgia limited liability company
IS Staffing, LLC, a Georgia limited liability company
IS Services Company, LLC, a Georgia limited liability company
IS Provider, LLC, a Georgia limited liability company
IS Management, LLC, a Georgia limited liability company
IS Management II, LLC, a Georgia limited liability company
IS Development Group, LLC, a Georgia limited liability company
IS Resources, LLC, a Georgia limited liability company
SingleSource Business Processing, LLC, a Georgia limited liability company
SourceOne Administrative Services, LLC, a Georgia limited liability company
SourceOne Contracting Services, LLC, a Georgia limited liability company
SingleSourceHR, LLC, a Georgia limited liability company
Harbor America Holdings Inc., a Delaware corporation

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Heart HR Maritime Services Inc., a Texas corporation
Heart Employee Leasing, Inc., a Texas corporation
Heart HR Maritime Staffing Inc., a Texas corporation
PMG Staffing, Inc., a Mississippi corporation
Heart HR Limited, a Texas corporation
Harbor America West Inc., a Nevada corporation
Union Strategic Alliance Inc., a Texas corporation
Harbor America – Southwest, Inc., a Texas corporation
Harbor America California Inc., a California corporation
Harbor America Coastal, Inc., a Texas corporation
Harbor America Florida Inc., a Florida corporation
Harbor America Agricultural Services Inc., a Texas corporation
Harbor America East Inc., a Florida corporation
Harbor America Central Inc., a Texas corporation
Harbor America Financial Services Inc., a Texas corporation
Harbor America Payroll Services, Inc., a Texas corporation
Harbor America Brokerage Inc., a Texas corporation
Essential Personnel, Inc., a Texas corporation
Harbor America Specialty Trades Inc., a Texas corporation
National PEO, L.L.C., an Arizona limited liability company
Nexus Partners Insurance, LLC, an Arizona limited liability company
Pro Pay, LLC, an Arizona limited liability company
National PEO of Indiana LLC, an Arizona limited liability company
National PEO of Nevada LLC, an Arizona limited liability company
National PEO Payroll Management Company, LLC, an Arizona limited liability company
Human Capital FL, LLC, a Florida limited liability company
Human Capital FL 2, LLC, a Florida limited liability company
Human Capital FL 3, LLC, a Florida limited liability company
Poch Holdings, LLC, a Michigan limited liability company
Human Capital L.L.C., a Michigan limited liability company
MIHR, LLC, a Michigan limited liability company
Integrity HR, LLC, a Michigan limited liability company
Insurasource, Inc., a Michigan corporation
HC Michigan, Inc., a Michigan corporation
HR Management, LLC, a Michigan limited liability company
HC Beta, LLC, a Michigan limited liability company
Alpine Benefits, Inc., a Utah corporation
Alliance Resource Services, Inc., a Utah corporation
Alliance Resource Services One, Inc., a Utah corporation
Alliance Resource Services Two, Inc., a Utah corporation
Alliance Resource Services Three, Inc., a Utah corporation
Alliance Resource Services Four, Inc., a Utah corporation
Alliance Resource Services Five, Inc., a Utah corporation
Quality Business Solutions, LLC, a South Carolina limited liability company
QBS, Inc. of FL, a Florida corporation
QBS, Inc. of FL II, a Florida corporation

TRADEMARK
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Access Administrative Preferences, LLC, a Michigan limited liability company
Access Benefits Group, LLC, a Michigan limited liability company
Access Educational HR, LLC, a Michigan limited liability company
Access Employment Resources, LLC, a Michigan limited liability company
Access Human Resources, LLC, a Michigan limited liability company
Access Management, LLC, a Michigan limited liability company
Access Resource Solutions, LLC, a Michigan limited liability company
Access Risk Services, LLC, a Michigan limited liability company
Access Staffing Alternatives, LLC, a Michigan limited liability company
Access Staffing Initiatives, LLC, a Michigan limited liability company
Access XI Services, LLC, a Michigan limited liability company
AccessPoint HR Services, LLC, a Michigan limited liability company
AccessPoint, LLC, a Michigan limited liability company
AccessPoint Southwest Michigan, LLC, a Michigan limited liability company
AccessPoint West Michigan, LLC, a Michigan limited liability company
AdvanAccess Education Services, LLC, a Michigan limited liability company
Advance Educational Services, Inc., a Michigan limited liability company
AP ASO, LLC, a Michigan limited liability company
AP ESP, LLC, a Michigan limited liability company
AP Service Company, a Michigan corporation
AP Veritas HR, LLC, a Michigan limited liability company
AP Veritas, LLC, a Michigan limited liability company
Employers' Innovative Network LLC, a West Virginia limited liability company
EIN Services, LLC, a West Virginia limited liability company
EIN Energy, LLC, a West Virginia limited liability company
Complete Physicians' Resources, LLC, a West Virginia limited liability company
EIN Solutions LLC, a West Virginia limited liability company
EIN Alliance, LLC, a West Virginia limited liability company
EIN Payroll Services, LLC, a West Virginia limited liability company

TRADEMARK
REEL: 006871 FRAME: 0038

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.9 and 8.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Vensure Employer Services, Inc.
2600 W Geronimo Pl #100
Chandler, AZ 85224
Attention: Alex Campos

INFORMATION AND COLLATERAL LOCATIONS OF VENSURE HOLDCO, LLC

I. **Name of Grantor**: Vensure HoldCo, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6412836

V. **Federal Identification Number**: 82-1928634

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

c/o Solamere Management, LLC
712 Fifth Avenue, 45th Floor
New York, NY 10019

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

TRADEMARK
REEL: 006871 FRAME: 0039

INFORMATION AND COLLATERAL LOCATIONS OF VENSURE EMPLOYER SERVICES, INC.

I. **Name of Grantor**: Vensure Employer Services, Inc.

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 11304594

V. **Federal Identification Number**: 37-1508469

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

2600 W Geronimo Pl #100 Chandler, AZ 85224 (Chandler Freeway Crossing, LLC)

2425 Commerce Ave., Suite #300 Duluth GA 30096 (VTH 4, LLC)

1188 Bishop St #3001 Honolulu, HI (Kumar Ahuja)

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

TRADEMARK
REEL: 006871 FRAME: 0040

INFORMATION AND COLLATERAL LOCATIONS OF VENSURE HR, INC.

I. **Name of Grantor**: Vensure HR, Inc.

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 11069665

V. **Federal Identification Number**: 20-0455784

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0041

INFORMATION AND COLLATERAL LOCATIONS OF
PARAMOUNT PEO SOLUTIONS ACQUISITION, LLC

I. **Name of Grantor**: Paramount PEO Solutions Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6489959

V. **Federal Identification Number**: 82-2404416

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0042

INFORMATION AND COLLATERAL LOCATIONS OF
INSURED SOLUTIONS ACQUISITION, LLC

I. **Name of Grantor**: Insured Solutions Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6648074

V. **Federal Identification Number**: 82-3614340

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0043

INFORMATION AND COLLATERAL LOCATIONS OF
PACIFIC ADVANTAGE ACQUISITION, LLC

I. **Name of Grantor**: Pacific Advantage Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6622073

V. **Federal Identification Number**: 82-3369620

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0044

INFORMATION AND COLLATERAL LOCATIONS OF
WORKLOGIC ACQUISITION, LLC

I. **Name of Grantor**: Worklogic Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6588848

V. **Federal Identification Number**: 82-3359199

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0045

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA ACQUISITION, LLC

I. **Name of Grantor**: Harbor America Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6724018

V. **Federal Identification Number**: 82-4118027

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0046

INFORMATION AND COLLATERAL LOCATIONS OF
EMPLOYEEMAX ACQUISITION, LLC

I. **Name of Grantor**: EmployeeMax Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6865119

V. **Federal Identification Number**: 82-5361397

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0047

INFORMATION AND COLLATERAL LOCATIONS OF
NATIONAL PEO ACQUISITION, LLC

I. **Name of Grantor**: National PEO Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6909221

V. **Federal Identification Number**: 82-4118027

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0048

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE ALPINE ACQUISITION, LLC

I. **Name of Grantor**: Alliance Alpine Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7014947

V. **Federal Identification Number**: 83-1546331

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0049

INFORMATION AND COLLATERAL LOCATIONS OF
QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC

I. **Name of Grantor**: Quality Business Solutions Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7169110

V. **Federal Identification Number**: 83-2655498

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0050

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESSPOINT ACQUISITION, LLC

I. **Name of Grantor**: AccessPoint Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7406287

V. **Federal Identification Number**: 83-4661994

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0051

INFORMATION AND COLLATERAL LOCATIONS OF
LIGHTSOURCE HR ACQUISITION, LLC

I. **Name of Grantor**: Lightsource HR Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7406770

V. **Federal Identification Number**: 83-4645935

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0052

INFORMATION AND COLLATERAL LOCATIONS OF
EMPLOYERS' INNOVATIVE NETWORK ACQUISITION, LLC

I. **Name of Grantor**: Employers' Innovative Network Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7406774

V. **Federal Identification Number**: 83-4700415

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0053

INFORMATION AND COLLATERAL LOCATIONS OF
ZUMAN ACQUISITION, LLC

I. **Name of Grantor**: Zuman Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7623824

V. **Federal Identification Number**: 84-3158211

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0054

INFORMATION AND COLLATERAL LOCATIONS OF
SBS PAYROLL ACQUISITION, LLC

I. **Name of Grantor**: SBS Payroll Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 7681177

V. **Federal Identification Number**: 84-3542393

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0055

INFORMATION AND COLLATERAL LOCATIONS OF
HUMAN CAPITAL ACQUISITION, LLC

I. **Name of Grantor**: Human Capital Acquisition, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6909223

V. **Federal Identification Number**: 83-0737799

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0056

INFORMATION AND COLLATERAL LOCATIONS OF
STAFFMETRIX HR ACQUISITION, LLC

VIII. Name of Grantor: Staffmetrix HR Acquisition, LLC

IX. State of Incorporation or Organization: Delaware

X. Type of Entity: Limited Liability Company

XI. Organizational Number assigned by State of Incorporation or Organization: 7262831

XII. Federal Identification Number: 83-3391113

XIII. Place of Business (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 8522

XIV. Locations of Collateral:

(d) Properties Owned by the Grantor:

None.

(e) Properties Leased by the Grantor (Include Landlord's Name):

None.

(f) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

TRADEMARK
REEL: 006871 FRAME: 0057

INFORMATION AND COLLATERAL LOCATIONS OF IS PEO HOLDINGS, LLC

I. **Name of Grantor**: IS PEO Holdings, LLC

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 6637234

V. **Federal Identification Number**: 82-3619715

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0058

INFORMATION AND COLLATERAL LOCATIONS OF INSURED SOLUTIONS, LLC

I. **Name of Grantor**: Insured Solutions, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 11010605

V. **Federal Identification Number**: 27-5176599

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0059

INFORMATION AND COLLATERAL LOCATIONS OF
IS ADMINISTRATIVE SERVICES, LLC

I. **Name of Grantor**: IS Administrative Services, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 10086897

V. **Federal Identification Number**: 27-4334484

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0060

INFORMATION AND COLLATERAL LOCATIONS OF
IS PEO SERVICES, LLC

I. **Name of Grantor**: IS PEO, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 09068031

V. **Federal Identification Number**: 27-1010183

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0061

INFORMATION AND COLLATERAL LOCATIONS OF
IS ASO, LLC

I. **Name of Grantor**: IS ASO, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 09068278

V. **Federal Identification Number**: 27-1016415

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0062

INFORMATION AND COLLATERAL LOCATIONS OF
IS ASSOCIATES, LLC

I. **Name of Grantor**: IS ASSOCIATES, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 10086909

V. **Federal Identification Number**: 35-2397741

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0063

INFORMATION AND COLLATERAL LOCATIONS OF
IS BUSINESS SERVICES, LLC

I. **Name of Grantor**: IS Business Services, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 12095213

V. **Federal Identification Number**: 46-1535885

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0064

INFORMATION AND COLLATERAL LOCATIONS OF
IS CONTRACTING, LLC

I. **Name of Grantor**: IS Contracting, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 10086906

V. **Federal Identification Number**: 32-0328325

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0065

INFORMATION AND COLLATERAL LOCATIONS OF
IS STAFFING, LLC

I. **Name of Grantor**: IS STAFFING, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 09068293

V. **Federal Identification Number**: 27-1016761

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0066

INFORMATION AND COLLATERAL LOCATIONS OF
IS SERVICE COMPANY, LLC

I. **Name of Grantor**: IS Service Company, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 11082725

V. **Federal Identification Number**: 61-1666304

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0067

INFORMATION AND COLLATERAL LOCATIONS OF
IS PROVIDER, LLC

I. **Name of Grantor**: IS Provider, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 11082735

V. **Federal Identification Number**: 45-3744158

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0068

INFORMATION AND COLLATERAL LOCATIONS OF
IS MANAGEMENT, LLC

I. **Name of Grantor**: IS Management, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 12094259

V. **Federal Identification Number**: 38-3901415

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0069

INFORMATION AND COLLATERAL LOCATIONS OF
IS MANAGEMENT II, LLC

I. **Name of Grantor**: IS Management II, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 12095196

V. **Federal Identification Number**: 36-4756815

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0070

INFORMATION AND COLLATERAL LOCATIONS OF
IS DEVELOPMENT GROUP, LLC

I. **Name of Grantor**: IS Development Group, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 12095203

V. **Federal Identification Number**: 46-1546104

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0071

INFORMATION AND COLLATERAL LOCATIONS OF
IS RESOURCES, LLC

I. **Name of Grantor**: IS Resources, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 12094222

V. **Federal Identification Number**: 46-1761402

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0072

INFORMATION AND COLLATERAL LOCATIONS OF
SINGLESOURCE BUSINESS PROCESSING, LLC

I. **Name of Grantor**: SingleSource Business Processing, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 09079265

V. **Federal Identification Number**: 27-1394583

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0073

INFORMATION AND COLLATERAL LOCATIONS OF
SINGLESOURCE HR, LLC

I. **Name of Grantor**: SingleSource HR, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 0308304

V. **Federal Identification Number**: 27-0045679

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0074

INFORMATION AND COLLATERAL LOCATIONS OF
SOURCEONE ADMINISTRATIVE SERVICES, LLC

I. **Name of Grantor**: SourceOne Administrative Services, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 0539098

V. **Federal Identification Number**: 27-0045679

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0075

INFORMATION AND COLLATERAL LOCATIONS OF
SOURCEONE CONTRACTING SERVICES, LLC

I. **Name of Grantor**: SourceOne Contracting Services, LLC

II. **State of Incorporation or Organization**: Georgia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 0559249

V. **Federal Identification Number**: 20-3368576

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2425 Commerce Ave, Suite 300
Duluth, GA 30096

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None.

TRADEMARK
REEL: 006871 FRAME: 0076

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA HOLDINGS, INC.

I. **Name of Grantor**: Harbor America Holdings, Inc.

II. **State of Incorporation or Organization**: Delaware

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 3547594

V. **Federal Identification Number**: 01-0738710

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0077

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA FLORIDA, INC.

I. **Name of Grantor**: Harbor America Florida, Inc.

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: P01000025001

V. **Federal Identification Number**: 65-1094753

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0078

INFORMATION AND COLLATERAL LOCATIONS OF
PMG STAFFING, INC.

I. **Name of Grantor**: PMG Staffing, Inc.

II. **State of Incorporation or Organization**: Mississippi

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 957002

V. **Federal Identification Number**: 27-1157551

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0079

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA CALIFORNIA, INC.

I. **Name of Grantor**: Harbor America California, Inc.

II. **State of Incorporation or Organization**: California

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: C3156510

V. **Federal Identification Number**: 26-3863299

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0080

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA PAYROLL SERVICES, INC.

I. **Name of Grantor**: Harbor America Payroll Services, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801350049

V. **Federal Identification Number**: 73-3178965

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0081

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA BROKERAGE, INC.

I. **Name of Grantor**: Harbor America Brokerage, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801349991

V. **Federal Identification Number**: 42-1654392

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0082

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA WEST, INC.

I. **Name of Grantor**: Harbor America West, Inc.

II. **State of Incorporation or Organization**: Nevada

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: E0840482005-1

V. **Federal Identification Number**: 20-3935913

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0083

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA -SOUTHWEST, INC.

I. **Name of Grantor**: Harbor America - Southwest, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801267292

V. **Federal Identification Number**: 27-3047336

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0084

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA EAST, INC.

I. **Name of Grantor**: Harbor America East, Inc.

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: P96000039795

V. **Federal Identification Number**: 65-0674520

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0085

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA CENTRAL, INC.

I. **Name of Grantor**: Harbor America Central, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 121433300

V. **Federal Identification Number**: 65-0674520

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(d) Properties Owned by the Grantor:

None.

(e) Properties Leased by the Grantor (Include Landlord's Name):

None.

(f) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0086

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA AGRICULTURAL SERVICES, INC.

I. **Name of Grantor**: Harbor America Agricultural Services, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801775177

V. **Federal Identification Number**: 46-2664490

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0087

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA SPECIALTY TRADES, INC.

I. **Name of Grantor**: Harbor America Specialty Trades, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800875475

V. **Federal Identification Number**: 26-1127155

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0088

INFORMATION AND COLLATERAL LOCATIONS OF
HEART HR LIMITED

I. **Name of Grantor**: Heart HR Limited

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 0801458939

V. **Federal Identification Number**: 45-2870091

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0089

INFORMATION AND COLLATERAL LOCATIONS OF
HEART HR MARITIME SERVICES, INC.

I. **Name of Grantor**: Heart HR Maritime Services, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 0801587916

V. **Federal Identification Number**: 45-5154954

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0090

INFORMATION AND COLLATERAL LOCATIONS OF
HEART EMPLOYEE LEASING, INC.

I. **Name of Grantor**: Heart Employee Leasing, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 130016100

V. **Federal Identification Number**: 74-2696913

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0091

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA FINANCIAL SERVICES, INC.

I. **Name of Grantor**: Harbor America Financial Services, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801150729

V. **Federal Identification Number**: 27-0673510

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0092

INFORMATION AND COLLATERAL LOCATIONS OF
UNION STRATEGIC ALLIANCE, INC.

I. **Name of Grantor**: Union Strategic Alliance, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801384429

V. **Federal Identification Number**: 27-5005851

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0093

INFORMATION AND COLLATERAL LOCATIONS OF
HARBOR AMERICA COSTAL, INC.

I. **Name of Grantor**: Harbor America Costal, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801061303

V. **Federal Identification Number**: 26-3863375

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0094

INFORMATION AND COLLATERAL LOCATIONS OF
HEART HR MARITIME STAFFING, INC.

I. **Name of Grantor**: Heart HR Maritime Staffing, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801657486

V. **Federal Identification Number**: 46-1055970

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0095

INFORMATION AND COLLATERAL LOCATIONS OF
ESSENTIAL PERSONNEL, INC.

I. **Name of Grantor**: Essential Personnel, Inc.

II. **State of Incorporation or Organization**: Texas

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 802477517

V. **Federal Identification Number**: 82-4618225

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

21977 E Wallis Dr.
Porter, TX 77365

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0096

INFORMATION AND COLLATERAL LOCATIONS OF NATIONAL PEO, LLC

I. **Name of Grantor**: National PEO, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L08792376

V. **Federal Identification Number**: 36-4301767

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0097

INFORMATION AND COLLATERAL LOCATIONS OF
NEXUS PARTNERS INSURANCE, LLC

I. **Name of Grantor**: Nexus Partners Insurance, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L12943045

V. **Federal Identification Number**: 20-5625957

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0098

INFORMATION AND COLLATERAL LOCATIONS OF
NATIONAL PEO OF INDIANA LLC

I. **Name of Grantor**: National PEO of Indiana, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L14890460

V. **Federal Identification Number**: 26-3863210

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0099

INFORMATION AND COLLATERAL LOCATIONS OF
NATIONAL PEO OF NEVADA LLC

I. **Name of Grantor**: National PEO of Nevada, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L16004940

V. **Federal Identification Number**: 27-2464617

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0100

INFORMATION AND COLLATERAL LOCATIONS OF
NATIONAL PEO PAYROLL MANAGEMENT COMPANY LLC

I. **Name of Grantor**: National PEO Payroll Management Company, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L09900260

V. **Federal Identification Number**: 86-1030574

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0101

INFORMATION AND COLLATERAL LOCATIONS OF
PRO PAY, LLC

I. **Name of Grantor**: Pro Pay, LLC

II. **State of Incorporation or Organization**: Arizona

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L12528917

V. **Federal Identification Number**: 42-1669139

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

2600 W Geronimo Pl #100
Chandler, AZ 85224

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0102

INFORMATION AND COLLATERAL LOCATIONS OF
POCH HOLDINGS, LLC

I. **Name of Grantor**: Poch Holdings, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801219939

V. **Federal Identification Number**: 35-2193945

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0103

INFORMATION AND COLLATERAL LOCATIONS OF
HUMAN CAPITAL, LLC

I. **Name of Grantor**: Human Capital, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801104073

V. **Federal Identification Number**: 38-3360729

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0104

INFORMATION AND COLLATERAL LOCATIONS OF
MIHR, LLC CAPITAL, LLC

I. **Name of Grantor**: MIHR, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801304033

V. **Federal Identification Number**: 30-0290828

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0105

INFORMATION AND COLLATERAL LOCATIONS OF
INTEGRITY HR, LLC

I. **Name of Grantor**: Integrity HR, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801394063

V. **Federal Identification Number**: 61-1515323

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0106

INFORMATION AND COLLATERAL LOCATIONS OF
INSURASOURCE, INC.

I. **Name of Grantor**: Insurasource, Inc.

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800616376

V. **Federal Identification Number**: 43-2015621

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0107

INFORMATION AND COLLATERAL LOCATIONS OF
HC MICHIGAN, INC.

I. **Name of Grantor**: HC Michigan, Inc.

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800439881

V. **Federal Identification Number**: 38-3020238

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0108

INFORMATION AND COLLATERAL LOCATIONS OF
HR MANAGEMENT, LLC

I. **Name of Grantor**: HR Management, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800351037

V. **Federal Identification Number**: 61-1515324

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0109

INFORMATION AND COLLATERAL LOCATIONS OF
HC BETA, LLC

I. **Name of Grantor**: HC Beta, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801350746

V. **Federal Identification Number**: 20-4051821

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0110

INFORMATION AND COLLATERAL LOCATIONS OF
HUMAN CAPITAL FL, LLC

I. **Name of Grantor**: Human Capital FL, LLC

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L14000071287

V. **Federal Identification Number**: 47-0974951

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(d) Properties Owned by the Grantor:

None.

(e) Properties Leased by the Grantor (Include Landlord's Name):

None.

(f) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0111

INFORMATION AND COLLATERAL LOCATIONS OF
HUMAN CAPITAL FL 2, LLC

I. **Name of Grantor**: Human Capital FL 2, LLC

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L14000074080

V. **Federal Identification Number**: 47-1017523

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0112

INFORMATION AND COLLATERAL LOCATIONS OF
HUMAN CAPITAL FL 3, LLC

I. **Name of Grantor**: Human Capital FL 3, LLC

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: L14000074081

V. **Federal Identification Number**: 47-1022618

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1111 W Long Lake Rd., STE 104,
Troy, MI 48098

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0113

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES, INC.

I. **Name of Grantor**: Alliance Resource Services, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 5798065-0142

V. **Federal Identification Number**: 51-0588119

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0114

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES ONE, INC.

I. **Name of Grantor**: Alliance Resource Services One, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 8033189-0142

V. **Federal Identification Number**: 45-2605909

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0115

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES TWO, INC.

I. **Name of Grantor**: Alliance Resource Services Two, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 8033187-0142

V. **Federal Identification Number**: 45-2606564

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0116

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES THREE, INC.

I. **Name of Grantor**: Alliance Resource Services Three, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 8033185-0142

V. **Federal Identification Number**: 45-2606643

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0117

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES FOUR, INC.

I. **Name of Grantor**: Alliance Resource Services Four, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 8033183-0142

V. **Federal Identification Number**: 45-2607094

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0118

INFORMATION AND COLLATERAL LOCATIONS OF
ALLIANCE RESOURCE SERVICES FIVE, INC.

I. **Name of Grantor**: Alliance Resource Services Five, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 8033181-0142

V. **Federal Identification Number**: 45-2607118

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0119

INFORMATION AND COLLATERAL LOCATIONS OF
ALPINE BENEFITS, INC.

I. **Name of Grantor**: Alpine Benefits, Inc.

II. **State of Incorporation or Organization**: Utah

III. **Type of Entity**: corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 4913747-0142

V. **Federal Identification Number**: 87-0674867

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

1020 East 800
North Orem, Utah 84097

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0120

INFORMATION AND COLLATERAL LOCATIONS OF
QUALITY BUSINESS SOLUTIONS, LLC

I. **Name of Grantor**: Quality Business Solutions, LLC

II. **State of Incorporation or Organization**: South Carolina

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 387763

V. **Federal Identification Number**: 20-1875279

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

280 Hindman Rd,
Travelers Rest, SC 29690

VII. **Locations of Collateral**:

(d) Properties Owned by the Grantor:

None.

(e) Properties Leased by the Grantor (Include Landlord's Name):

None.

(f) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0121

INFORMATION AND COLLATERAL LOCATIONS OF
QBS, INC. OF FL

I. **Name of Grantor**: QBS, Inc. of FL

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: P09000012763

V. **Federal Identification Number**: 26-4214259

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

280 Hindman Rd,
Travelers Rest, SC 29690

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0122

INFORMATION AND COLLATERAL LOCATIONS OF
QBS, INC. OF FL II

I. **Name of Grantor**: QBS, Inc. of FL II

II. **State of Incorporation or Organization**: Florida

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: P09000012762

V. **Federal Identification Number**: 26-4214332

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

280 Hindman Rd,
Travelers Rest, SC 29690

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0123

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESSPOINT, LLC

I. **Name of Grantor**: AccessPoint, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801137466

V. **Federal Identification Number**: 38-3522117

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0124

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS HUMAN RESOURCES, LLC

I. **Name of Grantor**: Access Human Resources, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801149500

V. **Federal Identification Number**: 38-3568817

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0125

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS MANAGEMENT, LLC

I. **Name of Grantor**: Access Management, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801140651

V. **Federal Identification Number**: 38-3568815

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0126

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS RESOURCE SOLUTIONS, LLC

I. **Name of Grantor**: Access Resource Solutions, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347673

V. **Federal Identification Number**: 20-3920220

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0127

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS XI SERVICES, LLC

I. **Name of Grantor**: Access XI Solutions, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801737808

V. **Federal Identification Number**: 46-4659559

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0128

INFORMATION AND COLLATERAL LOCATIONS OF
AP ASO, LLC

I. **Name of Grantor**: AP ASO, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801963148

V. **Federal Identification Number**: 81-2438109

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0129

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS ADMINISTRATIVE PREFERENCES, LLC

I. **Name of Grantor**: Access Administrative Preferences, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347664

V. **Federal Identification Number**: 20-3918722

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0130

INFORMATION AND COLLATERAL LOCATIONS OF
AP VERITAS, LLC

I. **Name of Grantor**: AP Veritas, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347138

V. **Federal Identification Number**: 20-3920158

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0131

INFORMATION AND COLLATERAL LOCATIONS OF
AP VERITAS HR, LLC

I. **Name of Grantor**: AP Veritas HR, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347669

V. **Federal Identification Number**: 20-3920908

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0132

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESSPOINT WEST MICHIGAN, LLC

I. **Name of Grantor**: AccessPoint West Michigan, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801225330

V. **Federal Identification Number**: 14-1869696

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0133

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESSPOINT SOUTHWEST MICHIGAN, LLC

I. **Name of Grantor**: AccessPoint Southwest Michigan, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801224651

V. **Federal Identification Number**: 30-0148221

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0134

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESSPOINT HR SERVICES, LLC

I. **Name of Grantor**: AccessPoint HR Services, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 802090657

V. **Federal Identification Number**: 82-1600352

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0135

INFORMATION AND COLLATERAL LOCATIONS OF
ADVANCE EDUCATIONAL SERVICES, INC.

I. **Name of Grantor**: Advance Educational Services, Inc.

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800654794

V. **Federal Identification Number**: 20-2909618

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0136

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS EDUCATIONAL HR, LLC

I. **Name of Grantor**: Access Educational HR, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801705668

V. **Federal Identification Number**: 46-3079950

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0137

INFORMATION AND COLLATERAL LOCATIONS OF
ADVANACCESS EDUCATION SERVICES, LLC

I. **Name of Grantor**: AdvanAccess Education Services, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801737809

V. **Federal Identification Number**: 46-4613659

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0138

INFORMATION AND COLLATERAL LOCATIONS OF
AP ESP, LLC

I. **Name of Grantor**: AP ESP, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 802014383

V. **Federal Identification Number**: 81-0937381

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0139

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS EMPLOYMENT RESOURCES, LLC

I. **Name of Grantor**: Access Employment Resources, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801346151

V. **Federal Identification Number**: 20-3919546

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0140

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS STAFFING ALTERNATIVES, LLC

I. **Name of Grantor**: Access Staffing Alternatives, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347135

V. **Federal Identification Number**: 20-3920297

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0141

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS STAFFING INITIATIVES, LLC

I. **Name of Grantor**: Access Staffing Initiatives, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801347136

V. **Federal Identification Number**: 20-3920345

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0142

INFORMATION AND COLLATERAL LOCATIONS OF
AP SERVICE COMPANY

I. **Name of Grantor**: AP Service Company

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Corporation

IV. **Organizational Number assigned by State of Incorporation or Organization**: 800611781

V. **Federal Identification Number**: 06-1662662

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0143

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS RISK SERVICES, LLC

I. **Name of Grantor**: Access Risk Services, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801464636

V. **Federal Identification Number**: 26-2882338

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0144

INFORMATION AND COLLATERAL LOCATIONS OF
ACCESS BENEFITS GROUP, LLC

I. **Name of Grantor**: Access Benefits Group, LLC

II. **State of Incorporation or Organization**: Michigan

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 801234168

V. **Federal Identification Number**: 56-2351138

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

28800 Orchard Lake Rd
Farmington Hills MI 48334

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0145

INFORMATION AND COLLATERAL LOCATIONS OF
EMPLOYERS' INNOVATIVE NETWORK, LLC

I. **Name of Grantor**: Employers' Innovative Network, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 238048

V. **Federal Identification Number**: 20-3265786

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0146

INFORMATION AND COLLATERAL LOCATIONS OF
EIN SERVICES, LLC

I. **Name of Grantor**: EIN Services, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 238580

V. **Federal Identification Number**: 45-1257986

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0147

INFORMATION AND COLLATERAL LOCATIONS OF
EIN ENERGY, LLC

I. **Name of Grantor**: EIN Energy, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 296568

V. **Federal Identification Number**: 46-4141404

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0148

INFORMATION AND COLLATERAL LOCATIONS OF
COMPLETE PHYSICIANS' RESOURCES, LLC

I. **Name of Grantor**: Complete Physicians' Resources, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 343007

V. **Federal Identification Number**: 47-3962237

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0149

INFORMATION AND COLLATERAL LOCATIONS OF
EIN SOLUTIONS, LLC

I. **Name of Grantor**: EIN Solutions, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 325954

V. **Federal Identification Number**: 82-4101683

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
REEL: 006871 FRAME: 0150

INFORMATION AND COLLATERAL LOCATIONS OF
EIN ALLIANCE, LLC

I. **Name of Grantor**: EIN Alliance, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 374940

V. **Federal Identification Number**: 83-2523071

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

TRADEMARK
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INFORMATION AND COLLATERAL LOCATIONS OF
EIN PAYROLL SERVICES, LLC

I. **Name of Grantor**: EIN Payroll Services, LLC

II. **State of Incorporation or Organization**: West Virginia

III. **Type of Entity**: Limited Liability Company

IV. **Organizational Number assigned by State of Incorporation or Organization**: 346334

V. **Federal Identification Number**: 47-4844996

VI. **Place of Business** (if it has only one) **or Chief Executive Office** (if more than one place of business) **and Mailing Address**:

133 Goff Mountain Road
Cross Lanes, WV 25313

VII. **Locations of Collateral**:

(a) Properties Owned by the Grantor:

None.

(b) Properties Leased by the Grantor (Include Landlord's Name):

None.

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None.

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EXHIBIT B
(See Section 3.5 of Security Agreement)

DEPOSIT ACCOUNTS

Institution Name, Address and Telephone Number	Account Number	Purpose of the Account	Average Book Balance is Account	Name of Account Owner
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	004656303458	Operations	$0.00	Vensure Employer Services, Inc.
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	004680577616	Operations	$0.00	Vensure HR, Inc.
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	004680577629	Payroll	$19,806.67	Vensure HR, Inc.
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	004680578068	Payroll Tax	$0.00	Vensure HR, Inc.
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	457024798064	Operations	$0.00	Vensure HR, Inc.
Bank of America 201 E Washington Street 22nd Floor Phoenix, AZ 85004	457024961781	Claims Deposit	$7,081.23	Vensure HR, Inc.

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Wells Fargo Bank N.A. 160 W Maple Street Cumming, GA 30040	7386872514	Operations	$9,202.12	Vensure Employer Services, Inc.
Wells Fargo Bank N.A. 160 W Maple Street Cumming, GA 30040	7968342795	Payroll	$496,994.39	Vensure HR, Inc.
Wells Fargo Bank N. 160 W Maple Street Cumming, GA 30040A.	5468928070	This was our line of credit. It was closed in June 2017.	$1,000,000.00	Vensure Employer Services, Inc.
Bank of Hawaii 111 S King St. Honolulu, HI 96813	006-046800	Payroll	$2,229.36	Vensure HR, Inc.
The Huntington National Bank PO Box 1558 EA1W37 Columbus, OH 43215	01401183800	Operations	$3,961.00	Vensure HR, Inc.
Atlantic Capital PO Box 1929 Dalton, GA 30722	1600003014	Operations (Closed)	$6,003.38	Vensure HR, Inc.
BB&T 214 Dahlonega St, Cumming, GA 30040	0005240993688	Operations (Closed)	$9,942.00	IS ASO, LLC
Wells Fargo 160 W Maple Street Cumming, GA 30040	1485087827	Operations (Closed)	$5,600.00	IS Business Services, LLC
Wells Fargo 160 W Maple Street Cumming, GA 30040	2734150242	Operations (Closed)	$1,500.00	IS Associates, LLC
Wells Fargo 160 W Maple Street Cumming, GA 30040	5975021600	Operations (Closed)	ZBA	IS Development Group, LLC
Wells Fargo 160 W Maple Street Cumming, GA 30040	7295574433	Operations (Closed)	$3,000.00	Insured Solutions, LLC

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Wells Fargo 160 W Maple Street Cumming, GA 30040	2000026191072	Operations (Closed)	$1,000.00	IS Administrative Services, LLC
Bank of America	488020293985	Operations (Closed)	$109,840.60	Harbor America California Inc
Bank of America	001390111019	Operations (Closed)	$601,371.80	Harbor America Central Inc.
Wells Fargo	3368812719	Operations	$28,499.01	Harbor America Central Inc.
Bank of America	488020293998	Operations (Closed)	$321,169.30	Harbor America Coastal
Bank of America	005779295565	Operations (Closed)	$190,497.20	Harbor America East Inc
Bank of America	488025124680	Operations (Closed)	$3,731.54	Harbor America Financial Services, Inc.
Bank of America	001390111022	Operations (Closed)	$175,727.30	Harbor America Florida Inc.
Bank of America	001390110997	Operations	$30,258.83	Harbor America Holdings Inc.
Bank of America	005775227582	Operations (Closed)	$63,472.81	Harbor America Payroll Services
Bank of America	005860135385	Operations (Closed)	$622.25	Harbor America Specialty Brokerage
Bank of America	586006488713	Operations (Closed)	$4,143.09	Harbor America Specialty Trades Inc.
Bank of America	005860135466	Operations (Closed)	$108,184.00	Harbor America West Inc.
Bank of America	488032928235	Operations (Closed)	$545,739.40	Harbor America - Southwest, Inc
Bank of America	488038376315	Operations (Closed)	$122,157.70	Union Strategic Alliance, Inc.
Bank of America	488038552540	Operations (Closed)s	ZBA	Harbor America Central, Inc.
Bank of America	488038493816	Operations (Closed)	$80,939.20	PMG Staffing, Inc.
Renasant Bank	2900609455	Operations (Closed)	$9,325.39	PMG Staffing, Inc.
Frost Bank	591298437	Operations (Closed)	ZBA	Heart Employee Leasing, Inc.
Frost Bank	591299042	Operations (Closed)	$499,129.52	Heart Employee Leasing, Inc.

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First Bank 2020 South Alma School Chandler, AZ 85286	2931204380	Operations	$0.00 (Zero Balance Account – no information available)	National PEO, LLC Ops
First Bank 2020 South Alma School Chandler, AZ 85286	2931204399	Payroll	$88.17 (Zero Balance Account – no information available)	National PEO, LLC Payroll
First Bank 2020 South Alma School Chandler, AZ 85286	2931204402	Operations	$516,000.00	National PEO, LLC Concentration
First Bank 2020 South Alma School Chandler, AZ 85286	2931204410	Investment	$49,000.00	National PEO, LLC Sweep
First Bank 2020 South Alma School Chandler, AZ 85286	Ending 3864	Closed Line of Credit	$72,000.00	National PEO, LLC Line of Credit
First Bank 2020 South Alma School Chandler, AZ 85286	Ending 3560	Operations	No average balance, assumed paid off monthly	National PEO, LLC Visa Credit Card
First Bank 2020 South Alma School Chandler, AZ 85286	2931204429	Tax	Deposits $10,000.00	Pro Pay, LLC Tax
First Bank 2020 South Alma School Chandler, AZ 85286	2931204437	Payroll	Deposits $126.25	Pro Pay, LLC Payroll
First Bank 2020 South Alma School Chandler, AZ 85286	2931204445	Operations	Deposits $0.00 (Zero Balance Account – no information available)	National PEO of Nevada, LLC Ops
First Bank 2020 South Alma School Chandler, AZ 85286	2931204453	Payroll	Deposits $0.00 (Zero Balance Account – no information available)	National PEO of Nevada, LLC Payroll

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First Bank 2020 South Alma School Chandler, AZ 85286	2931204488	Operations	$0.00 (Zero Balance Account – no information available)	Nexus Benefits
First Bank 2020 South Alma School Chandler, AZ 85286	2931204496	Trust	$0.00 (Zero Balance Account – no information available)	Nexus Trust
First Bank 2020 South Alma School Chandler, AZ 85286	2931204461	Operations	Deposits $8,000.00	National PEO Payroll Management Company, LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940814	Operations	$220,000	Human Capital FL LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940822	Operations	$65,000	Human Capital FL 2 LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940830	Operations	$200,000	Human Capital FL 3 LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940863	Operations	ZBA	Human Capital FL LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940897	Operations	ZBA	Human Capital FL 2 LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940905	Operations	ZBA	Human Capital FL 3 LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940871	Operations	$750,000	Human Capital LLC

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Comerica Bank 411 West Lafayette Detroit, MI 48226	1852940921	Operations	$250,000	HC Michigan Inc
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381589	Operations	ZBA	Human Capital LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381597	Operations	ZBA	HC Michigan Inc
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381696	Operations	ZBA	HR Management LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381704	Operations	ZBA	MIHR LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381712	Operations	ZBA	Integrity HR LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381738	Operations	ZBA	HC Beta LLC
Comerica Bank 411 West Lafayette Detroit, MI 48226	1852381746	Operations	ZBA	Insurasource Inc
Zions Bank, 1 South Main St, Salt Lake City, Utah	32171688	Operations	$662,690.73	Alliance Resource Services, Inc.
Zions Bank, 1 South Main St, Salt Lake City, Utah	32187387	Operations	$1,224,502.99	Alliance Resource Services One, Inc.

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Zions Bank, 1 South Main St, Salt Lake City, Utah	32187411	Operations	$553,792.99	Alliance Resource Services Two, Inc.
Zions Bank, 1 South Main St, Salt Lake City, Utah	32164659	Operations	$717,720.75	Alpine Benefits, Inc.
Wells Fargo Greenville, SC	2000052115158	Payroll	$1,800,000	Quality Business Solutions, Inc.
Wells Fargo Greenville, SC	2000027894572	Payroll	$1,500,000	QBS of FL
United Community Bank Travelers Rest, SC	41077644	Operations	$8000	Quality Business Solutions
Wells Fargo Greenville, SC	2000035011156	Payroll	$3,500,000	Quality Business Solutions, Inc.
Citizens Bank	6239363417	Payroll	$150,000	Quality Business Solutions, Inc.
Wells Fargo Greenville, SC	2000027894569	Operations	$400	QBS Inc. of FL II
Wells Fargo Greenville, SC	2000052115161	Operations	0 – This is a zero balance account funded by account ending 5158	Quality Business Solutions, Inc.
Wells Fargo Greenville, SC	2000027894572	Operations	$1,500,000	QBS of FL
United Community Bank Travelers Rest, SC	41077644	Operations	$8,000	Quality Business Solutions
Wells Fargo Greenville, SC	2000052115145	Operations	$0 – This is a zero balance account funded by account ending 1156	Quality Business Solutions, Inc.
Wells Fargo	5739969409	Operations	$86,034.15	Quality Business Solutions, Inc.
Wells Fargo	5739969201	Operations	$440,862.50	Quality Business Solutions, Inc.
Wells Fargo	7422480611	Operations	$1,000	Quality Business Solutions, Inc.
Southern First Bank	56762	Payroll	$1,128	Quality Business Solutions, Inc.
Southern First Bank	57042	Payroll	$13,000	Quality Business Solutions, Inc.

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Wells Fargo Greenville, SC	2000027894569	Operations	$1400	QBS Inc. of FL II
PNC	4007814275	Operations	$1,677.85	Access Risk Services
PNC	4007814291	Operations	$90,755.62	Access Benefits Group
PNC	4007814304	Payroll	ZBA	Advance Educational Services
PNC	4007814312	Operations	$994.42	Access Point, LLC
PNC	4007814339	Payroll	ZBA	AP Veritas HR
PNC	4007814347	Operations	$ 1,171.32	AP Veritas HR
PNC	4007814355	Payroll	ZBA	AP Veritas
PNC	4007814363	Operations	$6,355.01	AP Veritas
PNC	4007814371	Payroll	ZBA	Access Administrative Preferences
PNC	4007814398	Operations	$31,730.93	Access Administrative Preferences
PNC	4007814419	Payroll	ZBA	Access Resources Solutions
PNC	4007814427	Operations	$16,234.57	Access Resources Solutions
PNC	4007814435	Payroll	ZBA	Access Employment Resources
PNC	4007814443	Operations	$ 7,907.67	Access Employment Resources
PNC	4007814451	Operations	ZBA	Access Staffing Initiatives
PNC	4007814478	Operations	$7,676.00	Access Staffing Initiatives
PNC	4007814486	Payroll	ZBA	AP Service Company
PNC	4007814494	Operations	$162,175.57	AP Service Company
PNC	4007814507	Payroll	ZBA	Access Management LLC
PNC	4007814515	Operations	$23,676.88	Access Management LLC

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PNC	4007814523	Payroll	ZBA	Access Human Resources LLC
PNC	4007814531	Operations	$1,099.22	Access Human Resources LLC
PNC	4007814558	Payroll	ZBA	AccessPoint Southwest Michigan LLC
PNC	4105772507	Operations	ZBA	AccessPoint Southwest Michigan LLC
PNC	4105772515	Operations	$20,529.33	Advance Educational Services
PNC	4105772523	Operations	$1,862.51	Access XI Services
PNC	4105772849	Payroll	ZBA	Access XI Services
PNC	4105772953	Operations	$2,917.79	AP Service ASO
PNC	4105775257	Auto Loan	$109.29	AP Auto Leasing
PNC	4105775265	Operations	$409.00	AP Weyco
PNC	4105776583	Operations	$5,710.58	AP ESP LLC
PNC	4105776591	Payroll	ZBA	AP ESP LLC
PNC	4116467233	Payroll	ZBA	APHR Payroll
PNC	4116467241	Operations	$7,540.50	AP HRX
PNC	4130249988	Trust	$2,124.83	AccessPoint
PNC	4130249996	Operations	$8,776.77	AdvanAccess Educational Service LLC
PNC	4130250006	Payroll	ZBA	AdvanAccess Educational Service LLC
PNC	4130266411	Operations	ZBA	OP AP West Michigan
PNC	4130520014	Operations	ZBA	AP Service Company
PNC	4247656915	Payroll	ZBA	Access Staffing Alternatives
PNC	4247656923	Operations	$25,933.39	Access Staffing Alternatives

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Union Bank	1200083754	Payroll	$436,232.00	Access Point West Michigan
Bank of America	457024818724	Operations	ZBA	Access Point Acquisition LLC
Bank of America	457024818737	Payroll	ZBA	Access Point Acquisition LLC
Bank of America	457024818740	Tax	ZBA	Access Point Acquisition LLC
Atlantic Capital Bank	1600099897	Operations	ZBA	Access Point Acquisition LLC
Bank of America 1.315.724.4022	457024822532	Payroll	ZBA	Lightsource Acquisition LLC
Bank of America 1.315.724.4022	450724822545	Tax	ZBA	Lightsource Acquisition LLC
Atlantic Capital Bank (404) 995-6050	1600102956	Operations	ZBA	Lightsource Acquisition LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0087054601	Payroll	$318,473.49	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0088215008	Payroll	$1,116,649.05	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0088822003	Operations	$16,897.18	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0087424095	Operations	$119,116.68	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0088641965	Payroll	$170,520.91	EIN Energy, LLC

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United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0086113882	Payroll	$492,975.18	EIN Energy, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0087325371	Payroll	$31,537.13	Complete Physicians' Resources, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0087140563	Payroll	$417,240.94	Complete Physicians' Resources, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085491557	Payroll	$90,661.41	EIN Services, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085514568	Payroll	$297,722.95	EIN Payroll Services, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085763522	Payroll	$319,934.57	EIN Alliance, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085281415	Payroll	$488,640.57	EIN Solutions, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0088520119	Payroll (inactive)	ZBA	EIN Business Solutions, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085489829	Operations	$79,126.31	Employers' Innovative Network, LLC

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United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085256674	Operations	$14,322.08	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085466818	Letter of Credit Reserve	$1,502,230.87	Employers' Innovative Network, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085747723	Payroll - Closed	$4,986.00	EIN Resources, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085006294	Payroll - Closed	$84,986.00	EIN Management, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0085067934	Payroll - Closed	$49,972.00	EIN Enterprises, LLC
United Bank, 500 Virginia St. E, Charleston, WV 25389 (304) 348-8400	0088282011	Payroll - Closed	$22,224.56	EIN Capital, LLC
City National Bank, 308 Goff Mountain Road, Cross Lanes, WV 25313 (304) 776-7900	8004916725	Operations	$30,670.55	Employers' Innovative Network, LLC

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EXHIBIT C
(See Section 3.7 of Security Agreement)

LETTER-OF-CREDIT RIGHTS

None.

CHATTEL PAPER

None.

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EXHIBIT D

(See Sections 3.10 and 3.11 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

PATENTS

None.

PATENT APPLICATIONS

None.

TRADEMARKS

Trademarks	**Registration Number**	**Registration Date**	**Goods and Service's**
HARBOR AMERICA	4,160,144	June 19, 2012	Class 35: Providing administrative services for other businesses for the purpose of serving as an off-site payroll administration department, human resources department, and business risk management department; human resources consulting services. Class 36: Claims administration in the field of workers' compensation for others; administration of employee benefit plans concerning insurance and finance for others; financial risk management services for others. Class 45: Consulting in the field of workplace safety.
HARBOR AMERICA HARBOR AMERICA Logo (B&W)	4,160,145	June 19, 2012	Class 35: Providing administrative services for other businesses for the purpose of serving as an off-site payroll administration department, human resources department, and business risk management department; human resources consulting services. Class 36: Claims administration in the field of workers' compensation for others; administration of employee

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			benefit plans concerning insurance and finance for others; financial risk management services for others. Class 45: Consulting in the field of workplace safety.
HARBOR AMERICA HARBOR AMERICA AMERICA'S TRUSTED BUSINESS SOLUTION Logo (Color)	4,744,983	May 26, 2015	Class 35: Providing administrative services for other businesses for the purpose of serving as an off-site payroll administration department, human resources department, and business risk management department; human resources consulting services. Class 36: Claims administration in the field of workers' compensation for others; administration of employee benefit plans concerning insurance and finance for others; financial risk management services for others. Class 45: Consulting in the field of workplace safety.
VENSURE	5,620,921	December 4, 2018	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 41: Education services, namely, providing workshops, seminars and webinars in the field of human resource management and employment law Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management,

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			workers compensation administration management, and for managing a human resource information system (HRIS)
worklogic	5,631,294	December 18, 2018	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 41: Education services, namely, providing workshops, seminars and webinars in the field of human resource management and employment law Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
Human Capital	2,315,939	February 8, 2000	Class 35: Employee leasing; payroll administration; human resource administration; business consulting in the fields of organizational development; conducting employee recruiting.
Human Capital	4,711,366	March 31, 2015	Class 36: Administration of employee benefit plans concerning insurance and finance; Processing, administering and managing employee benefit plans concerning insurance and finance; Fiduciary tax payment processing services; Payroll tax debiting services

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Greenleaf HR	5,799,060	July 9, 2019	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
Pacific Advatnge Unlimited	5,850,919	September 3, 2019	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
Insured Solutions	5,866,863	September 24, 2019	Class 35: Personnel management services provided by professional employer organizations (PEOs)

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			through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
Parmaount PEO Solutions	5,861,690	September 17, 2019	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements Class 36: Administration of employee benefit plans concerning insurance and finance Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
HR Buds	5,861,686	September 17, 2019	Class 35: Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements

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			Class 36: Administration of employee benefit plans concerning insurance and finance Class 42: Software as a service (SAAS) services featuring software for human resource management, payroll management, time and attendance management, document and case management, customer relationship management, employee onboarding management, employee benefits management, employee performance management, workers compensation administration management, and for managing a human resource information system (HRIS)
Zuman	4650026	December 2, 2014	Class 9: Downloadable mobile software applications for management of human resources, payroll, benefits, talent, travel and expenses. Class 42. Software as a service (SaaS) services featuring nondownloadable software for management of human resources, payroll, benefits, talent, travel and expenses.
SBS payroll Power Your Workforce	5871659	October 1, 2019	Class 35. human resource services, namely, human capital management; payroll services, namely, payroll preparation and processing services.

TRADEMARK APPLICATIONS

None.

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

DOMAIN NAMES

Domain Name	Expiration Date	Registrant Name	Registrant Organization	Registrar
hapeo.com	26-Dec-2022	Perfect Privacy, LLC		
venefits.us	25-Jul-2018	Fletcher Anderton	—	GoDaddy.com, LLC
vensurance.com	11-Feb-2018	Fletcher Anderton	—	GoDaddy.com, LLC
vensure.com	07-Sep-2020	Fletcher Anderton	Vensure Employer Services Inc.	GoDaddy.com, LLC
vensure.guru	22-Aug-2018	Fletcher Anderton	Vensure Employer Services Inc.	GoDaddy.com, LLC
vensurehr.com	22-Aug-2018	Fletcher Anderton	Vensure Employer Services Inc.	GoDaddy.com, LLC
vensureinc.com	01-Aug-2020	Fletcher Anderton	Vensure Employer Services Inc.	GoDaddy.com, LLC
vensuresales.com	25-May-2018	Fletcher Anderton	—	GoDaddy.com, LLC
vensuresoftware.com	16-May-2019	Fletcher Anderton	Vensure Employer Services Inc.	GoDaddy.com, LLC
insuredsolutions.net	Perpetual		Insured Solutions Acquisition, LLC	
insuredsolutions.org	Perpetual		Insured Solutions Acquisition, LLC	
iriskpro.com	Perpetual		Insured Solutions Acquisition, LLC	
ispeoexchange.com	Perpetual		Insured Solutions Acquisition, LLC	
isstaffing.com	Perpetual		Insured Solutions Acquisition, LLC	
workerscompensationuni versity.net	Perpetual		Insured Solutions Acquisition, LLC	

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workerscompensationuni versity.com	Perpetual		Insured Solutions Acquisition, LLC	
workerscompensationuni versity.org	Perpetual		Insured Solutions Acquisition, LLC	
alternativemarketalliance .info	Perpetual		Insured Solutions Acquisition, LLC	
www.nationalpeo.org	2/8/19		National PEO Acquisition, LLC	
www.nationalpeo.com	4/10/19		National PEO Acquisition, LLC	
www.nationalpeo.net	4/10/19		National PEO Acquisition, LLC	
www.nexuspartnersinsurnace.com	4/10/19		National PEO Acquisition, LLC	
www.npeoperks.com	4/10/19		National PEO Acquisition, LLC	
www.npeoperks.net	4/10/19		National PEO Acquisition, LLC	
www.professionalpayrolls.com	4/10/19		National PEO Acquisition, LLC	
www.addleberry.com	4/10/19		National PEO Acquisition, LLC	
www.addleberry.net	4/10/19		National PEO Acquisition, LLC	
www.alpinebenefits.com			Alliance Alpine Acquisition, LLC	
www.allianceutah.com			Alliance Alpine Acquisition, LLC	
allianceresourceservices.com			Alliance Alpine Acquisition, LLC	
ars-utah.com			Alliance Alpine Acquisition, LLC	

TRADEMARK
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alliancevensure.com			Alliance Alpine Acquisition, LLC	
vensurealliance.com			Alliance Alpine Acquisition, LLC	
vensureutah.com			Alliance Alpine Acquisition, LLC	
echoutah.com			Alliance Alpine Acquisition, LLC	
echopayroll.com			Alliance Alpine Acquisition, LLC	
pay-america.com			Alliance Alpine Acquisition, LLC	
www.insurasourceusa.com			Human Capital Acquisition, LLC	
www.human-capital.com			Human Capital Acquisition, LLC	
http://qualitybsolutions.net/			Quality Business Solutions Acquisition, LLC	
Zuman.com			Zuman Acquisition, LLC	
Sbspayroll.com			SBS Payroll Acquisition, LLC	

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EXHIBIT E
(See Section 3.11 of Security Agreement)

TITLE DOCUMENTS

I. Vehicles subject to certificates of title:

None.

Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

None.

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EXHIBIT F

(See Section 3.11 of Security Agreement)

FIXTURES

Legal description, county and street address of property on which Fixtures are located, with each location listed by Grantor:

N/A

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EXHIBIT G
(See Section 3.13 of Security Agreement and Definition of "Pledged Collateral")

LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY

EQUITY INTERESTS[1]

Pledgor	Issuer	Type / Class of Equity Interest	Certificate Number	% of Issued and Outstanding Equity Interests
VENSURE HOLDCO, LLC	VENSURE EMPLOYER SERVICES, INC.	Common Stock	45	100%
VENSURE EMPLOYER SERVICES, INC.	VENSURE HR, INC.	Common Stock	1	100%
VENSURE EMPLOYER SERVICES, INC.	INSURED SOLUTIONS, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	WORKLOGIC ACQUISITION, LLC	Membership Interest	2	75%
VENSURE EMPLOYER SERVICES, INC.	HARBOR AMERICA ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	PARAMOUNT PEO SOLUTIONS ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	EMPLOYEEMAX ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	NATIONAL PEO ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	HUMAN CAPITAL ACQUISITION, LLC	Membership Interest	1	100%

[1] [DISCUSS PAYROLL MATRIX/WORKLOGIC EPS]

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VENSURE EMPLOYER SERVICES, INC.	PACIFIC ADVANTAGE ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	ALLIANCE ALPINE ACQUISITION, LLC	Membership Interest	1	80%
VENSURE HR, INC.	STAFFMETRIX HR ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC	Membership Interest	1	80%
VENSURE EMPLOYER SERVICES, INC.	ACCESSPOINT ACQUISITION, LLC	Membership Interest	1	80%
VENSURE EMPLOYER SERVICES, INC.	LIGHTSOURCE HR ACQUISITION, LLC	Membership Interest	1	100%
VENSURE EMPLOYER SERVICES, INC.	EMPLOYERS' INNOVATIVE NETWORK ACQUISITION, LLC	Membership Interest	1	100%
INSURED SOLUTIONS, LLC	IS PEO HOLDINGS, LLC	Membership Interest	1	100%
IS PEO HOLDINGS, LLC	IS RISK GROUP, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	INSURED SOLUTIONS, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS ADMINISTRATIVE SERVICES, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS PEO, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS ASO, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS ASSOCIATES, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS BUSINESS SERVICES, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS CONTRACTING, LLC	Membership Interest	N/A	100%

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IS PEO HOLDINGS, LLC	IS STAFFING, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS SERVICE COMPANY, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS PROVIDER, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS MANAGEMENT, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS MANAGEMENT II, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS DEVELOPMENT GROUP, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	IS RESOURCES, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	SINGLESOURCE BUSINESS PROCESSING, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	SINGLESOURCEHR, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	SOURCEONE ADMINISTRATIVE SERVICES, LLC	Membership Interest	N/A	100%
IS PEO HOLDINGS, LLC	SOURCEONE CONTRACTING SERVICES, LLC	Membership Interest	N/A	100%
HARBOR AMERICA ACQUISITION, LLC	HARBOR AMERICA HOLDINGS INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HEART HR MARITIME SERVICES INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HEART EMPLOYEE LEASING, INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HEART HR MARITIME STAFFING INC.	Common Stock	N/A	100%

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HARBOR AMERICA HOLDINGS INC.	PMG STAFFING, INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HEART HR LIMITED	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA WEST INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	UNION STRATEGIC ALLIANCE INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA – SOUTHWEST, INC	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA CALIFORNIA INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA COASTAL, INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA FLORIDA INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA AGRICULTURAL SERVICES INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA EAST INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA CENTRAL INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA FINANCIAL SERVICES INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA PAYROLL SERVICES INC.	Common Stock	N/A	100%

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HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA BROKERAGE INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	ESSENTIAL PERSONNEL, INC.	Common Stock	N/A	100%
HARBOR AMERICA HOLDINGS INC.	HARBOR AMERICA SPECIALTY TRADES INC.	Common Stock	N/A	100%
NATIONAL PEO ACQUISITION, LLC	NATIONAL PEO, LLC	Membership Interests	1	100%
NATIONAL PEO ACQUISITION, LLC	NEXUS PARTNERS INSURANCE, LLC	Membership Interests	1	100%
NATIONAL PEO, LLC	PRO PAY, LLC	Membership Interests	1	100%
NATIONAL PEO, LLC	NATIONAL PEO OF INDIANA LLC	Membership Interests	1	100%
NATIONAL PEO, LLC	NATIONAL PEO OF NEVADA LLC	Membership Interests	1	100%
NATIONAL PEO, LLC	NATIONAL PEO PAYROLL MANAGEMENT COMPANY, LLC	Membership Interests	1	100%
HUMAN CAPITAL ACQUISITION, LLC	HUMAN CAPITAL FL, LLC	Membership Interests	1	100%
HUMAN CAPITAL ACQUISITION, LLC	HUMAN CAPITAL FL 2, LLC	Membership Interests	1	100%
HUMAN CAPITAL ACQUISITION, LLC	HUMAN CAPITAL FL 3, LLC	Membership Interests	1	100%

TRADEMARK
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HUMAN CAPITAL ACQUISITION, LLC	POCH HOLDINGS, LLC	Membership Interests	1	100%
POCH HOLDINGS, LLC	HUMAN CAPITAL L.L.C.	Membership Interests	1	100%
POCH HOLDINGS, LLC	MIHR, LLC	Membership Interests	1	100%
POCH HOLDINGS, LLC	INTEGRITY HR, LLC	Membership Interests	1	100%
POCH HOLDINGS, LLC	INSURASOURCE, INC.	Common Stock	1	100%
POCH HOLDINGS, LLC	HC MICHIGAN, INC.	Common Stock	1	100%
POCH HOLDINGS, LLC	HR MANAGEMENT, LLC	Membership Interests	1	100%
POCH HOLDINGS, LLC	HC BETA, LLC	Membership Interests	1	100%
ALLIANCE ALPINE ACQUISITION, LLC	ALPINE BENEFITS, INC.	Common Stock	1	100%
ALLIANCE ALPINE ACQUISITION, LLC	ALLIANCE RESOURCE SERVICES, INC.	Common Stock	1	100%
ALLIANCE RESOURCE SERVICES, INC.	ALLIANCE RESOURCE SERVICES ONE, INC.	Common Stock	1	100%
ALLIANCE RESOURCE SERVICES, INC.	ALLIANCE RESOURCE SERVICES TWO, INC.	Common Stock	1	100%
ALLIANCE RESOURCE SERVICES, INC.	ALLIANCE RESOURCE SERVICES THREE, INC.	Common Stock	1	100%
ALLIANCE RESOURCE SERVICES, INC.	ALLIANCE RESOURCE SERVICES FOUR, INC.	Common Stock	1	100%

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ALLIANCE RESOURCE SERVICES, INC.	ALLIANCE RESOURCE SERVICES FIVE, INC.	Common Stock	1	100%
QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC	QUALITY BUSINESS SOLUTIONS, LLC	Membership Interests	1	100%
QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC	QBS, INC. OF FL	Common Stock	1	100%
QUALITY BUSINESS SOLUTIONS ACQUISITION, LLC	QBS, INC. OF FL II	Common Stock	1	100%
ACCESSPOINT ACQUISITION, LLC	ACCESSPOINT, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS HUMAN RESOURCES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS MANAGEMENT, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS RESOURCE SOLUTIONS, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS XI SERVICES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	AP ASO, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS ADMINISTRATIVE PREFERENCES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	AP VERITAS, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	AP VERITAS HR LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESSPOINT WEST MICHIGAN, LLC	Membership Interests	1	100%

TRADEMARK
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ACCESSPOINT, LLC	ACCESSPOINT SOUTHWEST MICHIGAN, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESSPOINT HR SERVICES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ADVANCE EDUCATIONAL SERVICES, INC.	Common Stock	1	100%
ADVANCE EDUCATIONAL SERVICES, INC.	ACCESS EDUCATIONAL HR, LLC	Membership Interests	1	100%
ADVANCE EDUCATIONAL SERVICES, INC.	ADVANACCESS EDUCATION SERVICES, LLC	Membership Interests	1	100%
ADVANCE EDUCATIONAL SERVICES, INC.	AP ESP, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS EMPLOYMENT RESOURCES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS STAFFING ALTERNATIVES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS STAFFING INITIATIVES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	AP SERVICE COMPANY	Common Stock	1	100%
ACCESSPOINT, LLC	ACCESS RISK SERVICES, LLC	Membership Interests	1	100%
ACCESSPOINT, LLC	ACCESS BENEFITS GROUP, LLC	Membership Interests	1	100%
Vensure Employer Services, Inc.	Zuman Acquisition, LLC	Membership Interests	1	100%
Vensure Employer Services, Inc.	SBS Payroll Acquisition, LLC	Membership Interests	1	100%
Vensure Employer Services, Inc.	Employers' Innovative Network Acquisition, LLC	Membership Interests	1	100%

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Employers' Innovative Network Acquisition, LLC	Employers' Innovative Network, LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	EIN Services LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	EIN Energy LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	Complete Physicians' Resources, LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	EIN Solutions LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	EIN Alliance, LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	EIN Payroll Services, LLC	Membership Interests	1	100%
Employers' Innovative Network Acquisition, LLC	Innovative Insurance Solutions LLC	Membership Interests	1	100%

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STOCKS

None.

BONDS

None.

GOVERNMENT SECURITIES

None.

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY (CERTIFICATED AND UNCERTIFICATED)

None.

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EXHIBIT H
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

Loan Party	Filing Office
BORROWERS	
Vensure Employer Services, Inc.	Arizona SOS
Vensure HR, Inc.	Arizona SOS
Insured Solutions Acquisition, LLC	Delaware SOS
Harbor America Acquisition, LLC	Delaware SOS
Paramount PEO Solutions Acquisition, LLC	Delaware SOS
EmployeeMax Acquisition, LLC	Delaware SOS
National PEO Acquisition, LLC	Delaware SOS
Human Capital Acquisition, LLC	Delaware SOS
Pacific Advantage Acquisition, LLC	Delaware SOS
Alliance Alpine Acquisition, LLC	Delaware SOS
StaffMetrix HR Acquisition, LLC	Delaware SOS
Quality Business Solutions Acquisition, LLC	Delaware SOS
AccessPoint Acquisition, LLC	Delaware SOS
LightSource HR Acquisition, LLC	Delaware SOS
Employers' Innovative Network Acquisition, LLC	Delaware SOS
Worklogic Acquisition, LLC	Delaware SOS
Zuman Acquisition, LLC	Delaware SOS
SBS Payroll Acquisition, LLC	Delaware SOS
SUBSIDIARIES	
IS PEO Holdings, LLC	Delaware SOS
IS Risk Group, LLC	Georgia SOS

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Insured Solutions, LLC	Delaware SOS
IS Administrative Services, LLC	Georgia SOS
IS PEO, LLC	Georgia SOS
IS ASO, LLC	Georgia SOS
IS Associates, LLC	Georgia SOS
IS Business Services, LLC	Georgia SOS
IS Contracting, LLC	Georgia SOS
IS Staffing, LLC	Georgia SOS
IS Services Company, LLC	Georgia SOS
IS Provider, LLC	Georgia SOS
IS Management, LLC	Georgia SOS
IS Management II, LLC	Georgia SOS
IS Development Group, LLC	Georgia SOS
IS Resources, LLC	Georgia SOS
SingleSource Business Processing, LLC	Georgia SOS
SourceOne Administrative Services, LLC	Georgia SOS
SourceOne Contracting Services, LLC	Georgia SOS
SingleSourceHR, LLC	Georgia SOS
Harbor America Holdings Inc.	Delaware SOS
Heart HR Maritime Services Inc.	Texas SOS
Heart Employee Leasing, Inc.	Texas SOS
Heart HR Maritime Staffing Inc.	Texas SOS
PMG Staffing, Inc.	Mississippi SOS
Heart HR Limited	Texas SOS
Harbor America West Inc.	Nevada SOS

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Union Strategic Alliance Inc.	Texas SOS
Harbor America – Southwest, Inc.	Texas SOS
Harbor America California Inc.	California SOS
Harbor America Coastal, Inc.	Texas SOS
Harbor America Florida Inc.	Florida SOS
Harbor America Agricultural Services Inc.	Texas SOS
Harbor America East Inc.	Florida SOS
Harbor America Central Inc.	Texas SOS
Harbor America Financial Services Inc.	Texas SOS
Harbor America Payroll Services, Inc.	Texas SOS
Harbor America Brokerage Inc.	Texas SOS
Essential Personnel, Inc.	Texas SOS
Harbor America Specialty Trades Inc.	Texas SOS
National PEO, L.L.C.	Arizona SOS
Nexus Partners Insurance, LLC	Arizona SOS
Pro Pay, LLC	Arizona SOS
National PEO of Indiana LLC	Arizona SOS
National PEO of Nevada LLC	Arizona SOS
National PEO Payroll Management Company, LLC	Arizona SOS
Human Capital FL, LLC	Florida SOS
Human Capital FL 2, LLC	Florida SOS
Human Capital FL 3, LLC	Florida SOS
Poch Holdings, LLC	Michigan SOS
Human Capital L.L.C.	Michigan SOS
MIHR, LLC	Michigan SOS

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Integrity HR, LLC	Michigan SOS
Insurasource, Inc.	Michigan SOS
HC Michigan, Inc.	Michigan SOS
HR Management, LLC	Michigan SOS
HC Beta, LLC	Michigan SOS
Alpine Benefits, Inc.	Utah SOS
Alliance Resource Services, Inc.	Utah SOS
Alliance Resource Services One, Inc.	Utah SOS
Alliance Resource Services Two, Inc.	Utah SOS
Alliance Resource Services Three, Inc.	Utah SOS
Alliance Resource Services Four, Inc.	Utah SOS
Alliance Resource Services Five, Inc.	Utah SOS
Quality Business Solutions, LLC	South Carolina SOS
QBS, Inc. of FL	Florida SOS
QBS, Inc. of FL II	Florida SOS
Access Administrative Preferences, LLC	Michigan SOS
Access Benefits Group, LLC	Michigan SOS
Access Educational HR, LLC	Michigan SOS
Access Employment Resources, LLC	Michigan SOS
Access Human Resources, LLC	Michigan SOS
Access Management, LLC	Michigan SOS
Access Resource Solutions, LLC	Michigan SOS
Access Risk Services, LLC	Michigan SOS
Access Staffing Alternatives, LLC	Michigan SOS
Access Staffing Initiatives, LLC	Michigan SOS

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Access XI Services, LLC	Michigan SOS
AccessPoint HR Services, LLC	Michigan SOS
AccessPoint, LLC	Michigan SOS
AccessPoint Southwest Michigan, LLC	Michigan SOS
AccessPoint West Michigan, LLC	Michigan SOS
AdvanAccess Education Services, LLC	Michigan SOS
Advance Educational Services, Inc.	Michigan SOS
AP ASO, LLC	Michigan SOS
AP ESP, LLC	Michigan SOS
AP Service Company	Michigan SOS
AP Veritas HR, LLC	Michigan SOS
AP Veritas, LLC	Michigan SOS
Employers' Innovative Network LLC	West Virginia SOS
EIN Services, LLC	West Virginia SOS
EIN Energy, LLC	West Virginia SOS
Complete Physicians' Resources, LLC	West Virginia SOS
EIN Solutions LLC	West Virginia SOS
EIN Alliance, LLC	West Virginia SOS
EIN Payroll Services, LLC	West Virginia SOS

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EXHIBIT I
(See Definition of "Commercial Tort Claim")

COMMERCIAL TORT CLAIMS

None.

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EXHIBIT J
(See Section 4.8 of Security Agreement)

AMENDMENT

This Amendment dated _____, ___ is delivered pursuant to Section 4.8 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated December [__], 2019, between the undersigned, as the Grantors, and KeyBank National Association, as the Administrative Agent, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Obligations referred to in the Security Agreement.

By: _____
Name: _____
Title: _____

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Schedule I to Amendment to Security Agreement

COMMERCIAL TORT CLAIMS

[NOTE: SPECIFICALLY DESCRIBE THE CLAIM (I.E. PARTIES, DESCRIPTION OF THE DISPUTE, CASE NUMBER – IF AVAILABLE) - SEE OFFICIAL COMMENT 5 TO SECTION 9-108 OF THE UCC].

Name of Grantor	Description of Claim	Parties	Case Number; Name of Court where Case was Filed

TRADEMARK
RECORDED: 02/24/2020 REEL: 006871 FRAME: 0194