

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM439060

| | | | |
|---|---|------------------------|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Term Loan Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| APC WORKFORCE SOLUTIONS, LLC | | 08/11/2017 | Limited Liability Company: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | PNC BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT | | |
| Street Address: | 500 First Avenue | | |
| City: | Pittsburgh | | |
| State/Country: | PENNSYLVANIA | | |
| Postal Code: | 15219 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76004358 | ZEROCHAOS.COM | |
| Serial Number: | 75849094 | ZEROCHAOS.COM | |
| Serial Number: | 76475873 | E-CONTRACTOR | |
| Serial Number: | 75783388 | EWORK EXCHANGE | |
| Serial Number: | 76118367 | EWORK SERVICES | |
| Serial Number: | 74702538 | THE EXPERT MARKETPLACE | |
| Serial Number: | 75558257 | EWORK | |
| Serial Number: | 77918321 | ZEROCHAOS | |
| Serial Number: | 76088775 | ZEROCHAOS | |
| Serial Number: | 77938983 | ZEROCHAOS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 6142803562 | | |
| Email: | ted.mulligan@wolterskluwer.com | | |
| Correspondent Name: | Ted Mulligan | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |

OP \$265.00 76004358

| | |
|---|----------------------|
| Address Line 4: | Columbus, OHIO 43219 |
| NAME OF SUBMITTER: | Ted Mulligan |
| SIGNATURE: | /ted mulligan/ |
| DATE SIGNED: | 08/14/2017 |
| Total Attachments: 6 source=11. Term Trademark Security Agreement#page1.tif source=11. Term Trademark Security Agreement#page2.tif source=11. Term Trademark Security Agreement#page3.tif source=11. Term Trademark Security Agreement#page4.tif source=11. Term Trademark Security Agreement#page5.tif source=11. Term Trademark Security Agreement#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”) dated August 11, 2017, is made by the Persons listed on the signature pages hereof (collectively, the “**Pledgors**”) in favor of PNC Bank, National Association, as collateral agent (together with its permitted successors in such capacity the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, that certain Credit Agreement, dated as of August 11, 2017 (as it may be amended, supplemented, restated or otherwise modified from time to time, the “**Credit Agreement**”), was entered into by and among Raptor Acquisition Merger Sub LLC, a Delaware limited liability company (“**MergerSub**”), ZeroChaos Parent, LLC, a Delaware limited liability company (the “**Parent Borrower**”), the certain Subsidiaries of Parent Borrower identified on the signature pages hereto as US Co-Borrowers (the “**US Co-Borrowers**” and, together with Parent Borrower, the “**Borrowers**”), Raptor Acquisition, LLC, a Delaware limited liability company (“**Holdings**”), as a Guarantor, the Lenders party hereto from time to time, PNC Bank, National Association, as Administrative Agent (together with its permitted successors in such capacity, the “**Administrative Agent**”).

WHEREAS, under the terms of the Amended and Restated U.S. Pledge and Security Agreement dated August 11, 2017 (the “**Security Agreement**”), the Pledgors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain trademarks of the Pledgors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees as follows:

Terms used but not otherwise defined herein are defined in the Credit Agreement or the Security Agreement, as applicable.

Grant of Security to Term Loan Secured Parties. Each Pledgor hereby grants to the Collateral Agent for the benefit of the Term Loan Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all Trademarks of such Pledgor, including those set forth on Schedule A attached hereto, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the “**Trademark Collateral**”).

Security for Obligations. The grant of a security interest in, the Collateral by each Pledgor under this Trademark Security Agreement secures the payment of all Secured Obligations (as defined in the Security Agreement) of such Pledgor now or hereafter existing under or in respect of the Collateral Documents (as such Collateral Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, pre-

miums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Pledgor, the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) that would be owed by such Pledgor to any Secured Party under the Collateral Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Credit Party.

Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

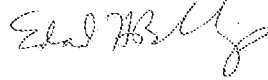
Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

APC WORKFORCE SOLUTIONS, LLC

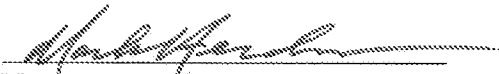


By: _____

Name: Edward H. Blankenship

Title: Chief Financial Officer

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Mark Herdman
Title: Vice President

Schedule A

UNITED STATES TRADEMARKS:

Registrations:

| Owner | Trademark | App. No. | Appl. Date | Reg. No | Reg. Date |
|------------------------------|---------------------------------------|-----------------|-------------------|----------------|------------------|
| APC Workforce Solutions, LLC | ZEROCHAOS.COM (& Design) | 76004358 | 03/20/2000 | 2455103 | 05/29/2001 |
| APC Workforce Solutions, LLC | ZEROCHAOS.COM | 75849094 | 11/16/1999 | 2497682 | 10/16/2001 |
| APC Workforce Solutions, LLC | E-CONTRACTOR | 76475873 | 12/17/2002 | 2986769 | 08/23/2005 |
| APC Workforce Solutions, LLC | ework EXCHANGE | 75783388 | 08/24/1998 | 2724624 | 06/10/2003 |
| APC Workforce Solutions, LLC | ework SERVICES | 76118367 | 08/28/2000 | 2643935 | 10/29/2002 |
| APC Workforce Solutions, LLC | THE EXPERT MARKETPLACE | 74702538 | 07/10/1995 | 1997724 | 08/27/1996 |
| APC Workforce Solutions, LLC | ework | 75558257 | 09/25/1998 | 2272373 | 08/24/1999 |
| APC Workforce Solutions, LLC | ZEROCHAOS (& Circle of People Design) | 77918321 | 01/22/2010 | 3956551 | 05/10/2011 |
| APC Workforce Solutions, LLC | ZEROCHAOS | 76088775 | 07/14/2000 | 2475703 | 08/07/2001 |
| APC Workforce Solutions, LLC | ZEROCHAOS (& Circle of People Design) | 77938983 | 02/18/2010 | 4071202 | 12/13/2011 |

Applications:

None.

CANADIAN TRADEMARKS:

None.