

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David M. Lewis Company, LLC		01/18/2019	Limited Liability Company: DELAWARE
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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3441471	DLC	
Registration Number:	3779550	CQ CONSULTANT QUOTIENT	
Registration Number:	3432068	DL C	
Registration Number:	5118032	KRANZ & ASSOCIATES HELPING COMPANIES BUI	
Registration Number:	5016518	BEACON RESOURCES	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	22939.515021		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	01/18/2019		

OP \$140.00 3441471

Total Attachments: 9

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Trademark Collateral Assignment and Security Agreement (this “*Agreement*”), dated January 18, 2019, is made by DAVID M. LEWIS COMPANY, LLC, a Delaware limited liability company (the “*Debtor*”), and PNC BANK, NATIONAL ASSOCIATION in its capacity as collateral agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties described herein (in such capacity, together with its successors and assigns, “*Collateral Agent*”).

WITNESSETH:

WHEREAS, the Debtor has adopted, has used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Debtor has entered into financing arrangements with Collateral Agent and the financial institutions which are from time to time parties to the Credit and Security Agreement (as hereinafter defined) as lenders (individually, each a “*Lender*” and collectively, “*Lenders*”) pursuant to which Lenders will extend credit in the form of Loans to the Debtor as set forth in the Revolving Credit, Term Loan and Security Agreement, dated as of December 29, 2016, by and among AG GROUP, INC., a Delaware corporation (“*Holdings*”), APFS Staffing Holdings, Inc., a Delaware corporation (“*APFS*” or the “*Lead Borrower*”), the other Borrowers (as defined in the Credit and Security Agreement) and the Subsidiary Guarantors party thereto, PNC Bank, National Association, as Collateral Agent and as Administrative Agent, and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the “*Credit and Security Agreement*”) and the other Loan Documents (as defined in the Credit and Security Agreement); and

WHEREAS, in order to induce Collateral Agent and Lenders to enter into the Credit and Security Agreement and the other Loan Documents and to extend such credit to the Debtor on the terms and subject to the conditions set forth therein, the Debtor has agreed to grant to Collateral Agent, for the benefit of itself and the other Secured Parties, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and payment in full of all of the Secured Obligations, the Debtor hereby grants to Collateral Agent, for the benefit of itself and the other Secured Parties, a continuing security interest in and a general lien upon, and hereby collaterally assigns and transfers to Collateral Agent, for the benefit of itself and the other Secured Parties: (a) all of the Debtor’s now existing or hereafter acquired right, title and interest in and to all of Debtor’s trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including, without limitation, those trademarks, service marks, terms, designs and applications described on Exhibit A hereto (the “*Trademarks*”); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by the Debtor against third parties for

infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the “*Collateral*”).

Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Agent pursuant to this Agreement shall be a first priority lien on and security interest in the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Collateral Agent, for the benefit of itself and the other Secured Parties, pursuant to this Agreement shall secure the prompt performance and payment in full of all of the Secured Obligations owing by the Borrowers and Guarantors to Collateral Agent and the other Secured Parties, in each case arising under this Agreement, the Loan Agreement or any of the other Loan Documents, whether now existing or hereafter arising.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

The Debtor hereby represents, warrants and covenants with and to Collateral Agent that (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) All of the Collateral is valid and subsisting in full force and effect, and the Debtor owns the sole, full, and clear title thereto, except to the extent set forth on Exhibit A hereto, and the right and power to grant the security interests granted hereunder. The Debtor will, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered service marks or registered trademarks, as the case may be, including, without limitation, the filing of any renewal affidavits and applications, in each case except to the extent otherwise provided in the Loan Agreement.

(b) The Debtor authorizes Collateral Agent to have this or any other similar security agreement filed with the United States Patent and Trademark Office or other appropriate federal, state or government office with respect to the Collateral.

(c) As of the date hereof, the Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other countries, other than those described on Exhibit A attached hereto and has not granted any licenses with respect thereto other than as set forth on Exhibit B hereto.

(d) At the end of each fiscal quarter, the Debtor shall provide Collateral Agent with written notice of all applications for the registration of a Trademark which were filed with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter and copies of all certificates of registration of Trademark issued by the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country during the immediately preceding fiscal quarter. Upon the request of Collateral Agent, the Debtor shall execute and deliver to Collateral Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Collateral Agent to evidence the security interests of Collateral Agent in any Trademark.

(e) The Debtor will render any assistance to Collateral Agent as Collateral Agent shall determine is reasonably necessary in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof,

any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as the Debtor's exclusive property and to protect Collateral Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(f) The Debtor will promptly notify Collateral Agent if the Debtor (or any subsidiary thereof) learns of any use by any Person of any term or design likely to cause confusion with any Trademark. If reasonably requested by Collateral Agent, the Debtor, at the Debtor's expense, shall join with Collateral Agent in such action may be necessary for the protection of Collateral Agent's interest in and to the Trademarks.

4. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of any Event of Default, in addition to all other rights and remedies of Collateral Agent or any of the other Secured Parties, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents or otherwise, Collateral Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, the Debtor, except as such notice or consent is expressly provided for hereunder or any other Loan Document:

(a) Collateral Agent may make use of any Trademarks on a royalty-free basis for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Collateral Agent by the Debtor.

(b) Collateral Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Collateral Agent shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Collateral Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to the Debtor of intended disposition of Collateral is required by law, the giving of ten (10) business days' notice to the Debtor in the manner set forth in the Loan Agreement, and in any case be subject to the provisions of the Loan Agreement, of any proposed disposition shall be deemed reasonable notice thereof and the Debtor waives any other notice with respect thereto. Collateral Agent and/or any Lender shall have the power to buy the Collateral or any part thereof, and Collateral Agent shall also have the power to execute assurances and perform all other acts which Collateral Agent may, in its discretion, deem necessary to complete such assignment, sale, or disposition. In any such event, the Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Section 4(c) hereof, Collateral Agent may at any time execute and deliver on behalf of the Debtor, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Debtor agrees to pay Collateral Agent all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees to the extent required by, and in accordance with, the Loan Agreement.

(e) The Debtor shall supply to Collateral Agent (or its designee) the Debtor's knowledge and expertise relating to the manufacture and sale of the products and rendition of services bearing or sold

under the Trademarks and the Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(f) Nothing contained herein shall be construed as requiring Collateral Agent to take any such action at any time (other than the provision of notice required herein or under the Loan Agreement). All of Collateral Agent's rights and remedies, whether provided under law, this Agreement, the Loan Agreement, the other Loan Documents, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

5. GOVERNING LAW; CHOICE OF FORUM; JURY TRIAL WAIVER

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Each of Debtor and Collateral Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County, New York and the United States District Court for the Southern District of New York, whichever Collateral Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Collateral Agent shall have the right to bring any action or proceeding against the Debtor or their property in the courts of any other jurisdiction which Collateral Agent deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or their property).

(c) EACH OF DEBTOR AND COLLATERAL AGENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE DEBTOR AND COLLATERAL AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE DEBTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE DEBTOR OR COLLATERAL AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

6. MISCELLANEOUS

(a) Construction. Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to "Debtor", any "Collateral Agent", any "Lender" or any "Secured Party" pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and

assigns. The words “hereof,” “herein,” “hereunder,” “this Agreement” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(b) Successors and Assigns. This Agreement shall be binding upon the Debtor and its successors and assigns and inure to the benefit of and be enforceable by Collateral Agent and Secured Parties and each of their respective successors and permitted assigns.

(c) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(d) Amendments and Waivers. Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of the Debtor and Collateral Agent. Collateral Agent and any of the other Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Collateral Agent (and the other Secured Parties with respect to any waiver of an Event of Default). Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Collateral Agent or any of the other Secured Parties of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Collateral Agent or such other Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.


(e) Entire Agreement. This Agreement and the documents executed concurrently herewith contain the entire understanding between the Debtor and Collateral Agent and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by Debtor’s and Collateral Agent’s respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. The Debtor acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(f) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor and Collateral Agent have executed this Agreement as of the day and year first above written.

DAVID M. LEWIS COMPANY, LLC,
as a Debtor

By: 

Name: Thomas B. Moran

Title: Chief Executive Officer, President and
Secretary

IN WITNESS WHEREOF, the Debtor and Collateral Agent have executed this Agreement as of the day and year first above written.

PNC BANK, NATIONAL ASSOCIATION, as
Collateral Agent

By: _____

Name: Christopher Gauch

Title: Senior Vice President

EXHIBIT A

TRADEMARKS AND APPLICATIONS

Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
DLC	77061869 Dec. 11, 2006	3441471 June 3, 2008	Registered	David M. Lewis Company, LLC
CQ CONSULTANT QUOTIENT	78706516 Sept. 2, 2005	3779550 April 20, 2010	Registered	David M. Lewis Company, LLC
(DL * c)	77061872 Dec. 11, 2006	3432068 May 20, 2008	Registered	David M. Lewis Company, LLC
KRANZ & ASSOCIATES <small>Helping Companies Build Valuations</small>	87018364 April 28, 2016	5118032 Jan. 10, 2017	Registered	David M. Lewis Company, LLC
beacon resources	86824578 Nov. 18, 2015	5016518 Aug. 9, 2016	Registered	David M. Lewis Company, LLC

EXHIBIT B

LICENSES

None