

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		09/12/2019	National Banking Association:
RECEIVING PARTY DATA			
Name:	Patriarch Partners Agency Services, LLC		
Street Address:	One Liberty Plaza		
Internal Address:	35th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10006		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3330141	ITHRIVE	
Registration Number:	2263753	THE RIGHT FIT IS EVERYTHING	
Registration Number:	3330166	S	
Registration Number:	1755978	SNELLING	
Registration Number:	2185965	SNELLINGSEARCH	
Registration Number:	3031064	SNELLING SELECT	
Registration Number:	1339448	SNELLING TEMPORARIES	
Registration Number:	3207212	THRIVE	
Registration Number:	3781479	THRIVE AMERICA!	
Registration Number:	3376752	PRIORITY-DRIVEN RESULTS	
Registration Number:	2500034	THINK SNELLING	
Registration Number:	0717313	SNELLING AND SNELLING	
CORRESPONDENCE DATA			
Fax Number:	2124808421		
<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:	2125741200		
Email:	trademarks@sewkis.com		
TRADEMARK			

CH \$315.00 3330141

Correspondent Name: Beth H. Alter/Seward & Kissel LLP
Address Line 1: One Battery Park Plaza
Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER: Beth H. Alter

SIGNATURE: /Beth H. Alter/

DATE SIGNED: 09/12/2019

Total Attachments: 6

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TRADEMARK SECURITY ASSIGNMENT AGREEMENT

This Trademark Security Assignment Agreement ("IP Security Assignment Agreement"), dated as of September 12, 2019, is made by and between Wells Fargo Bank, National Association, in its capacity as agent pursuant to the Loan Agreement (as defined below), as assignor (the "Assignor"), and Patriarch Partners Agency Services, LLC, in its capacity as successor agent (the "Assignee") to reflect the assignment effected by the Assignment Agreement (as defined below) on November 7, 2017 and serve as a record for the purpose of recording with the United States Patent and Trademark Office.

WHEREAS, Snelling Staffing, LLC ("Staffing"), Snelling Employment, LLC ("Employment"), Snelling Medical Staffing, LLC ("Medical"), Snelling Services, LLC ("Services"), and the Assignor entered into a Loan and Security Agreement dated as of February 23, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Employment and Medical, as borrowers, could borrow up to \$20,000,000, and Staffing and Services, as guarantors, guaranteed such borrowings. Capitalized terms used and not otherwise defined in this IP Security Assignment Agreement shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, Staffing has entered into a Trademark Security Agreement dated as of February 23, 2012 (the "Security Agreement") with the Assignor, pursuant to which Staffing has granted to the Assignor a security interest in, among other property, certain trademarks of Staffing as security for the obligations under the Loan Agreement.

WHEREAS, the Assignee, Ark Angels VIII, LLC, the Assignor, Wells Fargo Bank, National Association, in its capacity as lender, issuing lender, and bank product provider, Staffing, Employment, Medical, and Services have entered into an Assignment Agreement dated as of November 7, 2017 (the "Assignment Agreement").

WHEREAS, under the terms of the Assignment Agreement, the Assignor has resigned as Agent under and in connection with the Loan Agreement, the Assignee has been appointed as successor Agent and has assumed and succeeded to all rights, powers, duties, and obligations of the Assignor as agent under and in connection with the Loan Agreement, and the Assignor has agreed to execute and deliver this IP Security Assignment Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Assignment of Security Interest. The Assignor hereby sells, transfers and assigns to the Assignee, and the Assignee hereby purchases, assumes and undertakes from the Assignor and without recourse and without representations or warranty of any kind, all right, title and interest of the Assignor in and to, and all rights, powers, obligations, liabilities and responsibilities of any kind, nature or description of the Assignor under or in connection with the Security Agreement, including, without limitation, all rights in the Collateral (as defined in the Security Agreement, including, without limitation, the trademarks, terms, designs and applications described in Schedule 1 hereto).

2. Recordation. The Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this IP Security Assignment Agreement upon request by the Assignee.

3. Loan Documents. This IP Security Assignment Agreement has been entered into pursuant to and in conjunction with the Assignment Agreement, which is hereby incorporated by reference. The provisions of the Assignment Agreement shall supersede and control over any conflicting provision herein. The rights and remedies of the Assignee with respect to the Collateral (as defined the Security Agreement) are more fully set forth in the Security Agreement, the Loan Agreement, and related documents, and nothing in this IP Security Assignment Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Assignment Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Assignment Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Assignment Agreement.

5. Successors and Assigns. This IP Security Assignment Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Amendment. No waiver, amendment or other variation of the terms, conditions or provisions of this IP Security Assignment Agreement whatsoever shall be valid unless in writing signed by the Assignee and the Assignor and then only to the extent in such writing as specifically set forth therein.


7. Governing Law. THIS IP SECURITY ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The parties hereto each irrevocably submit to the non-exclusive jurisdiction of any State or Federal court sitting in New York County, New York over any suit, action or proceeding arising out of or relating to this IP Security Assignment Agreement and irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or Federal court. Each party to this IP Security Assignment Agreement hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: *ALEXANDER J. CHOBOT*

Title: *SENIOR VICE PRESIDENT*

Address for Notices:

Wells Fargo Bank, National Association

100 Park Avenue, 3rd Floor

New York, NY 1017

Attention: Alexander J. Chobot

With a copy to:

Otterbourg P.C.

230 Park Avenue

New York, NY 10169

Attention: Daniel F. Fiorillo, Esq.

AGREED TO AND ACCEPTED:

ASSIGNEE:

PATRIARCH PARTNERS AGENCY SERVICES, LLC

By: _____

Name:

Title:

Address for Notices:

Patriarch Partners Agency Services, LLC

One Liberty Plaza, 35th Floor

New York, NY 10006

Attention: Lynn Tilton

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

ASSIGNOR:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name:

Title:

Address for Notices:

Wells Fargo Bank, National Association

100 Park Avenue, 3rd Floor

New York, NY 1017

Attention: Alexander J. Chobot

With a copy to:

Otterbourg P.C.

230 Park Avenue

New York, NY 10169

Attention: Daniel F. Fiorillo, Esq.

AGREED TO AND ACCEPTED:

ASSIGNEE:

PATRIARCH PARTNERS AGENCY SERVICES, LLC

By:  _____

Name: Lynn Tilton

Title: Manager

Address for Notices:

Patriarch Partners Agency Services, LLC

One Liberty Plaza, 35th Floor

New York, NY 10006

Attention: Lynn Tilton

Schedule 1

List of Trademarks and Trademark Applications

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
iThrive	3,330,141	11/06/07	11/06/17
The Right Fit is Everything	2,263,753	7/20/99	07/20/19
S and Diamond Design (color) (this is the Snelling Logo)	3,330,166	11/06/07	03/02/13
Snelling	1,755,978	3/2/93	03/02/13
SnellingSearch	2,185,965	9/1/98	09/01/18
Snelling Select	3,031,064	12/20/05	12/20/15
Snelling Temporaries	1,339,448	6/4/85	06/04/15
Thrive	3,207,212	2/13/07	2/13/17
Thrive America!	3,781,479	4/27/10	04/27/20
Priority Driven Results	3,376,752	2/5/08	2/5/18
Think Snelling (Design)	2,500,034	10/23/2001	10/23/2011 (can pay renewal up to 10/23/2012)
Snelling and Snelling	0,717,313	6/20/1961	6/20/2011 (can pay renewal up to 6/20/2012)
FOREIGN			
Snelling and Snelling (Canada)	153,650	10/13/67	10/13/12
Snelling (Canada)	441,188	03/31/95	03/31/25

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Expiration Date</u>
SnellingSearch (Canada)	570,379	11/6/02	11/6/17
Snelling Temporaries (Canada)	457,212	5/17/96	5/17/26
S and Diamond Design (Canada)	608,057	4/20/04	4/20/19
Snelling (European Community – Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, & United Kingdom)	000586644	6/02/97 – filing period starts 03/30/99 – actual registration	6/2/2017
Snelling (Mexico)	487690	4/20/95	2/18/12
Snelling Logo (Puerto Rico Class 35)	48,582	12/27/00	12/27/20
Snelling Logo (Puerto Rico Class 41)	48,581	12/27/00	12/27/20
Snelling (Romania)	19567	02/27/1996	7/7/12

Trademark Applications

None.