

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332338

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE VINCIT GROUP, LLC		02/13/2015	LIMITED LIABILITY COMPANY: TENNESSEE

## RECEIVING PARTY DATA

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent
<b>Street Address:</b>	605 Chestnut Street
<b>Internal Address:</b>	Suite 1060
<b>City:</b>	Chattanooga
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37450
<b>Entity Type:</b>	National Association: UNITED STATES

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	86213466	PPE ZONE
Serial Number:	85196519	EIS A MEMBER OF THE VINCIT GROUP
Registration Number:	3757580	ZGO ZEE GAS & OIL A MEMBER OF THE VINCIT
Registration Number:	3765251	ZEE COMPANY A MEMBER OF THE VINCIT GROUP
Registration Number:	3819665	ZEE COMPANY A MEMBER OF THE VINCIT GROUP
Registration Number:	3138280	ZCI ZEE COMPANY INC
Registration Number:	3365295	YOUR BRAND PROTECTION SPECIALISTS
Registration Number:	3010311	UNISAN
Registration Number:	3993607	THE VINCIT GROUP
Registration Number:	3757167	THE ART OF DELIVERY
Registration Number:	4037621	TCS
Registration Number:	2959896	QSI QUALITY SERVICE INTEGRITY
Registration Number:	3015330	NUMARK
Registration Number:	4131944	MICROTOX P
Registration Number:	4131943	MICROTOX 5P
Registration Number:	4131952	MICROTOX 5
Registration Number:	4131945	MICROTOX
Registration Number:	3754276	ITG A MEMBER OF THE VINCIT GROUP

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 6157420410*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:** 615-742-7944**Email:** trademarks@bassberry.com**Correspondent Name:** Robert L. Brewer and Martha B. Allard**Address Line 1:** 150 3rd Avenue South**Address Line 2:** Suite 2800**Address Line 4:** Nashville, TENNESSEE 37201

<b>ATTORNEY DOCKET NUMBER:</b>	110554-205
<b>NAME OF SUBMITTER:</b>	Martha B. Allard
<b>SIGNATURE:</b>	/Martha B. Allard/
<b>DATE SIGNED:</b>	02/17/2015

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 13, 2015 by and between THE VINCIT GROUP, LLC, a Tennessee limited liability company (the "Grantor"), having its chief executive office at 412 Georgia Avenue, Suite 300, Chattanooga, Tennessee 37403-1853, and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent"), with offices at 605 Chestnut Street, Suite 1060, Chattanooga, Tennessee 37450, for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among, Grantor, F-90, LLC, a North Carolina limited liability company, Stellar Management Group, Inc., a Tennessee Corporation, Stellar Management Group I, Inc., a Nevada Corporation, Stellar Management Group II, Inc., a Nevada Corporation, Stellar Management Group III, Inc., a Nevada corporation, Stellar Management Group IV, Inc., a Nevada corporation, Stellar Management Group V, Inc., a Nevada corporation, EIS of Tennessee Acquisition Company, LLC, a Tennessee limited liability company, ITG, LLC, a Tennessee limited liability company, Tower Cleaning Specialists, LLC, a Tennessee limited liability company, Pro-Logistics, LLC, a Nevada limited liability company, Zeco, Inc., a Tennessee corporation, and Zee Company, Inc., a Tennessee corporation (collectively, the "Loan Parties" and each individually, a "Loan Party"), the Lenders party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Security Agreement dated as of the date hereof by and among the Grantor, the other Loan Parties and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark, trade name, corporate name, company name, business name, fictitious business name, trade style, service mark, logo and other source or business identifier, included in the Collateral, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule A (collectively, "Trademarks"),

(ii) all renewals or extensions of the foregoing, and

(iii) all proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or other impairment thereof or (ii) injury to the goodwill associated with any Trademark.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

*[Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

THE VINCIT GROUP, LLC, as Grantor

By: Robert C Bullard

Name: Robert C. Bullard

Title: Chief Manager and President

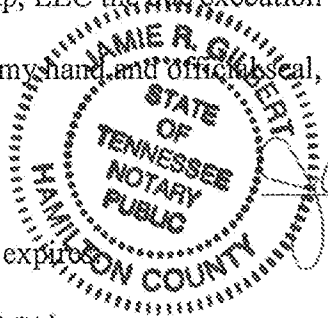
ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Hamilton

I, Jamie R. Gilbert, a Notary Public for said County and State, do hereby certify that Robert C. Bullard personally appeared before me this day and stated that he is Chief Manager and President of THE VINCIT GROUP, LLC and acknowledged, on behalf of The Vincit Group, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 9th day of February, 2015.



Jamie R. Gilbert  
Notary Public

My commission expires July 20, 2016

[Signature Pages Continue]

Agreed and Accepted as of the  
date first written above.

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

By: Stefania Masueto  
Name: Stefania Masueto  
Title: Vice President, Authorized Officer

Schedule A

Trademarks

Loan Party	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
THE VINCIT GROUP	USA	PPE ZONE	86/213,466	3/6/2014	Pending	
THE VINCIT COMPANY, LLC	USA	EIS A MEMBER OF THE VINCIT GROUP & Design	85/196,519	12/13/2010	Pending	
THE VINCIT COMPANY, LLC	USA	ITG A MEMBER OF THE VINCIT GROUP & Design	3,754,276	7/13/2009	3/2/2010	
THE VINCIT COMPANY, LLC	USA	MICROTOX	4,131,945	8/26/2011	4/24/2012	
THE VINCIT COMPANY, LLC	USA	MICROTOX 5	4,131,952	8/26/2011	4/24/2012	
THE VINCIT COMPANY, LLC	USA	MICROTOX 5P	4,131,943	8/26/2011	4/24/2012	
THE VINCIT COMPANY, LLC	USA	MICROTOX P	4,131,944	8/26/2011	4/24/2012	
THE VINCIT COMPANY, LLC	USA	NUMARK	3,015,330	8/3/2004	11/15/2005	

THE VINCIT COMPANY, LLC	USA	QSI QUALITY SERVICE INTEGRITY & Design	2,959,896	5/17/2004	6/7/2005
THE VINCIT COMPANY, LLC	USA	TCS	4,037,621	12/3/2010	10/11/2011
THE VINCIT COMPANY, LLC	USA	THE ART OF DELIVERY	3,757,167	7/13/2009	3/9/2010
THE VINCIT COMPANY, LLC	USA	THE VINCIT GROUP	3,993,607	12/13/2010	7/12/2011
THE VINCIT COMPANY, LLC	USA	UNISAN	3,010,311 (Lapsed 11/1/2011)	8/9/2004	11/1/2005
THE VINCIT COMPANY, LLC	USA	YOUR BRAND PROTECTION SPECIALISTS	3,365,295	4/30/2007	1/8/2008
THE VINCIT COMPANY, LLC	USA	ZCI ZEE COMPANY INC & Design	3,138,280	3/29/2005	9/5/2006
THE VINCIT COMPANY, LLC	USA	ZEE COMPANY A MEMBER OF THE VINCIT GROUP & Design	3,819,665	7/30/2009	7/13/2010
THE VINCIT COMPANY, LLC	USA	ZEE COMPANY A MEMBER OF THE VINCIT GROUP & Design	3,765,251	4/16/2009	3/23/2010



THE VINCIT  
COMPANY, LLC

USA

ZGO ZEE GAS &  
OIL A MEMBER OF  
THE VINCIT  
GROUP & Design

3,757,580

8/20/2009

3/9/2010

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RECORDED: 02/17/2015