

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636555

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)		04/01/2021	Limited Liability Company: DELAWARE
VocoVision, LLC (f/k/a VocoVision, Inc.)		04/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Road
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3783134	BIOBRIDGES
Registration Number:	5014818	CAREER PORTFOLIO
Registration Number:	2805660	
Registration Number:	5014253	EXPERIENCE THAT WORKS
Registration Number:	3500566	ON THE GO
Registration Number:	4588128	RPH ON THE GO
Registration Number:	2780559	SOLIANT
Registration Number:	2985368	SUNBELT
Registration Number:	5081036	SUNBELT STAFFING
Registration Number:	4410365	VOCOVISION

CORRESPONDENCE DATA

Fax Number: 2124552502

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: 2124557088

Email: jnull@stblaw.com

Correspondent Name: Amy Gopinathan

CH \$265.00 3783134

Address Line 1: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/2331

NAME OF SUBMITTER: J. Jason Mull

SIGNATURE: /J. Jason Mull/

DATE SIGNED: 04/02/2021

Total Attachments: 5

source=Soliant Refinancing - Trademark Security Agreement (Executed)#page1.tif
source=Soliant Refinancing - Trademark Security Agreement (Executed)#page2.tif
source=Soliant Refinancing - Trademark Security Agreement (Executed)#page3.tif
source=Soliant Refinancing - Trademark Security Agreement (Executed)#page4.tif
source=Soliant Refinancing - Trademark Security Agreement (Executed)#page5.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 1, 2021, is made by TTF HOLDINGS, LLC, a Delaware limited liability company and VOICOVISION, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of JPMorgan Chase Bank, N.A., as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TTF Holdings Intermediate, LLC, a Delaware limited liability company (“Holdings”), TTF Holdings, LLC, a Delaware limited liability company (the “Borrower”), the several lenders from time to time parties thereto (each a “Lender” and, collectively, the “Lenders”) and JPMorgan Chase Bank, N.A., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the Security Agreement, dated as of April 1, 2021 in favor of the Collateral Agent (together with all amendments restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including Trademarks that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantors agree, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a

statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

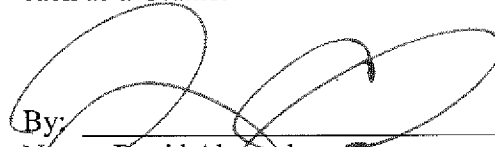
4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TTF HOLDINGS, LLC
VOCOVISION, LLC,
each as a Grantor

By: 
Name: David Alexander
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A..
as the Collateral Agent

By: Ashleigh Erickson
Name: Ashleigh Erickson
Title: Authorized Officer

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Jurisdiction	Registration Number	Registration Date	Status	Owner
BIOBRIDGES	U.S. Federal	3783134	5/4/2010	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
CAREER PORTFOLIO	U.S. Federal	5014818	8/2/2016	Registered Supplemental Register	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
Design Only 	U.S. Federal	2805660	1/13/2004	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
EXPERIENCE THAT WORKS	U.S. Federal	5014253	8/2/2016	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
ON THE GO	U.S. Federal	3500566	9/16/2008	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
RPH ON THE GO	U.S. Federal	4588128	8/19/2014	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
SOLIANT	U.S. Federal	2780559	11/4/2003	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
SUNBELT	U.S. Federal	2985368	8/16/2005	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
SUNBELT STAFFING	U.S. Federal	5081036	11/15/2016	Registered	TTF Holdings, LLC (f/k/a Soliant Holdings, LLC)
VOCOVISION	U.S. Federal	4410365	10/1/2013	Registered	VocoVision, LLC (f/k/a VocoVision, Inc.)