

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REVERE HOLDING, INC.		06/13/2012	CORPORATION: DELAWARE
BULLHORN, INC.		06/13/2012	CORPORATION: DELAWARE
BULLHORN GLOBAL, INC.		06/13/2012	CORPORATION: DELAWARE
BULLHORN INTERNATIONAL, INC.		06/13/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85405615	THEFIT
Registration Number:	2982132	BULLHORN
Registration Number:	4045102	BULLHORN REACH
Registration Number:	3163418	BULLHORN STAFFING
Registration Number:	3553843	BULLHORN360
Registration Number:	3343485	DRAGNET
Registration Number:	3592721	MYBULLHORN
Registration Number:	3923968	POWERFILL
Registration Number:	4045164	PUT YOUR NETWORK TO WORK
Registration Number:	4135624	REACH RADAR
Registration Number:	3347355	STAFFING AND RECRUITING SOFTWARE, ON TARGET, ON TRADEMARK

CH \$315.00 85405615

		DEMAND
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Registration Number:	3099329	THE LAST SOFTWARE YOU'LL EVER NEED
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CORRESPONDENCE DATA

Fax Number: 2136270705

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow

Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

WF/BULLHORN (73896.00150)

NAME OF SUBMITTER:

Nancy Chow

Signature:

/Nancy Chow/

Date:

06/13/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of June, 2012, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 13, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among **REVERE HOLDING, INC.**, a Delaware corporation ("Parent"), **BULLHORN, INC.**, a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in su and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement dated as of June 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall

deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

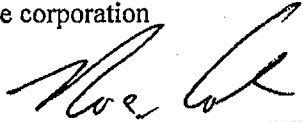
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

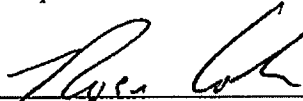
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

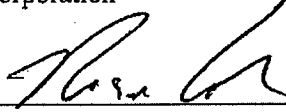
REVERE HOLDING, INC.,
a Delaware corporation

By: 
Name: Roger Colvin
Title: Chief Financial Officer

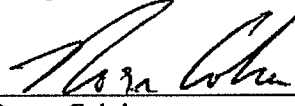
BULLHORN, INC.,
a Delaware corporation

By: 
Name: Roger Colvin
Title: Chief Financial Officer

BULLHORN GLOBAL, INC.,
a Delaware corporation

By: 
Name: Roger Colvin
Title: Chief Financial Officer

BULLHORN INTERNATIONAL, INC.,
a Delaware corporation

By: 
Name: Roger Colvin
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company, as Agent and
as a Lender

By:

Name:

Title:

Sudip Dhingra
Sudip Dhingra
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004800 FRAME: 0680

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
BULLHORN REACH	Bullhorn, Inc.	Australia	1436472	7/13/2011	1436472	7/13/2011	Registered
REACH RADAR	Bullhorn, Inc.	Canada	1575050	4/25/2012			Pending
POWERFILL	Bullhorn, Inc.	Canada	1457813	11/3/2009			Pending
BULLHORN	Bullhorn, Inc.	Canada	1448329	8/14/2009	TMA777876	9/22/2010	Registered
BULLHORN	Bullhorn, Inc.	Community Trademarks	3858271	5/27/2004	3858271	9/27/2005	Registered
BULLHORN	Bullhorn, Inc.	Community Trademarks	1914720	10/11/2000	1914720	9/3/2002	Registered
DRAGNET	Bullhorn, Inc.	Community Trademarks	6048359	6/28/2007	6048359	5/16/2008	Registered
myBullhorn	Bullhorn, Inc.	Community Trademarks	6720205	3/3/2008	6720205	12/19/2008	Registered
STAFFING AND RECRUITING SOFTWARE, ON TARGET, ON DEMAND	Bullhorn, Inc.	Community Trademarks	6048425	6/28/2007	6048425	5/6/2008	Registered
BULLHORN REACH	Bullhorn, Inc.	International Register			1087349	7/21/2011	Registered
THEFIT	Bullhorn, Inc.	U.S. Federal	85405615	8/24/2011			Allowed

Trademark	Owner	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status
BULLHORN	Bullhorn, Inc.	U.S. Federal	78338378	12/9/2003	2982132	8/2/2005	Registered
BULLHORN REACH	Bullhorn, Inc.	U.S. Federal	85280082	3/29/2011	4045102	10/25/2011	Registered
BULLHORN STAFFING	Bullhorn, Inc.	U.S. Federal	78338407	12/9/2003	3163418	10/24/2006	Registered
BULLHORN360	Bullhorn, Inc.	U.S. Federal	77473921	5/14/2008	3553843	12/30/2008	Registered
DRAGNET	Bullhorn, Inc.	U.S. Federal	77130581	3/14/2007	3343485	11/27/2007	Registered
MYBULLHORN	Bullhorn, Inc.	U.S. Federal	77410881	3/3/2008	3592721	3/17/2009	Registered
POWERFILL	Bullhorn, Inc.	U.S. Federal	77864923	11/4/2009	3923968	2/22/2011	Registered
PUT YOUR NETWORK TO WORK	Bullhorn, Inc.	U.S. Federal	85280902	3/30/2011	4045164	10/25/2011	Registered
REACH RADAR	Bullhorn, Inc.	U.S. Federal	85464367	11/4/2011	4135624	5/1/2012	Registered
STAFFING AND RECRUITING SOFTWARE, ON TARGET, ON DEMAND	Bullhorn, Inc.	U.S. Federal	77130583	3/14/2007	3347355	12/4/2007	Registered
THE LAST SOFTWARE YOU'LL EVER NEED	Bullhorn, Inc.	U.S. Federal	78521122	11/22/2004	3099329	5/30/2006	To be abandoned
POWERFILL	Bullhorn Inc.	United Kingdom	2530914	11/5/2009	2530914	2/12/2010	Registered

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RECORDED: 06/13/2012

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