## TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT	

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LINDEN TECHNOLOGY HOLDINGS INC.		11/26/2012	CORPORATION: CANADA
MAXHIRE SOLUTIONS INC.		11/26/2012	CORPORATION: CANADA
SENDOUTS, LLC		11/26/2012	LIMITED LIABILITY COMPANY: MISSOURI
REVERE HOLDINGS, INC.		11/26/2012	CORPORATION: DELAWARE
BULLHORN, INC.		11/26/2012	CORPORATION: DELAWARE
BULLHORN GLOBAL, INC.		11/26/2012	CORPORATION: DELAWARE
BULLHORN INTERNATIONAL, INC.		11/26/2012	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: 5

Property Type	Number	Word Mark	
Registration Number:	3505050	SENDOUTS	
Serial Number:	85618700	ATTANGO	
Serial Number:	85618690	ATANGO PURE TALENT	
Serial Number:	85618681	ATANGO	
Registration Number:	4030307	MAXHIRE	

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:	11/26/2012	

#### Total Attachments: 7

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### AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of November 26, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of June 13, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among New Grantors (defined below), Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as the agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"). All initially capitalized terms used herein (including the preamble and recitals hereof) without definition shall have the meanings assigned to such terms in the Trademark Security Agreement or, if not defined therein, the Credit Agreement (including Schedule 1.1 thereto).

**WHEREAS**, Grantors and Agent are parties to the Trademark Security Agreement, as recorded with the United States Patent and Trademark Office on June 13, 2012 at Reel 4800, Frame 0674; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by joining Linden Technology Holdings Inc., a corporation incorporated under the laws of British Columbia, Canada ("Linden"), MaxHire Solutions Inc., a corporation incorporated under the laws of British Columbia, Canada ("MaxHire"), and Sendouts, LLC, a Missouri limited liability company ("Sendouts"; together with Linden and MaxHire, each individually a "New Grantor" and collectively, the "New Grantors") and by amending Schedule I to the Trademark Security Agreement to add certain Trademarks to the Trademark Collateral, and have agreed to do so.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

- 1. (a) Each New Grantor hereby acknowledges, agrees and confirms that, by its execution of this Amendment, such New Grantor will be deemed to be a party to the Trademark Security Agreement and a "Grantor" for all purposes under the Trademark Security Agreement, as if it had executed the Trademark Security Agreement. Each New Grantor acknowledges that it has received a copy of the Trademark Security Agreement and the other Loan Documents and that it has read and understands the terms thereof. Each reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include New Grantor.
- (b) In furtherance of the foregoing, each New Grantor does hereby unconditionally grant, assign, and pledge 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 in all of such New Grantor's right, title and interest in, to and under the Trademark Collateral.
- 2. Each Grantor and Agent hereby agree that <u>Schedule I</u> to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on <u>Schedule I</u> attached hereto (the "<u>Additional Trademark Collateral</u>"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and <u>Schedule I</u> attached thereto and shall secure all Secured Obligations.
- 3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b)

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unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on <u>Schedule I</u> attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

- 4. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION.</u> THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.
- 5. This Amendment 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 Amendment. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Amendment but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.
  - 6. This Amendment is a Loan Document.

[signature pages follow]

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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

**NEW GRANTORS:** 

LINDEN TECHNOLOGY HOLDINGS INC.

By: Name: /

Arthur L.P. Papa

Title:

Chief Executive Officer

MAXHIRE SOLUTIONS INC.

Ву:

Name:

Arthur L.P. Papas

Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

SENDOUTS, LLC

By: Name≥

Arthur L.P. Papas

Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

## **GRANTORS:**

REVERE HOLDING, INC.

By: Name:

Arthur L.P. Papas

Title:

Chief Executive Officer

BULLHORN, INC.

Ву:

Name:

Title:

Chief Executive Officer

**BULLHORN GLOBAL, INC.** 

By:

Name:

Arthur L.P. Papas

Title:

Chief Executive Officer

BULLHORN INTERNATIONAL, INC.

By:

Name:

Arthur L.P. Papas

Title:

Chief Executive Officer

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

**AGENT:** 

WELLS FARGO CAPITAL FINANCE, LLC

By:

Name: \_

tle: Vice President

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## SCHEDULE I

to

## AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

# **Trademark Registration/Applications**

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Sendouts, LLC	U.S. Federal	SENDOUTS	Application #: 77403818	Application Date: 2/22/08
			Registration #: 3505050	Registration Date: 9/23/08
Sendouts, LLC	U.S. Federal	ATTANGO	Application #: 85618700	Application Date: 5/7/12
Sendouts, LLC	U.S. Federal	ATANGO PURE TALENT	Application #: 85618690	Application Date: 5/7/12
Sendouts, LLC	U.S. Federal	ATANGO	Application #: 85618681	Application Date: 5/7/12
MaxHire Solutions, Inc.	U.S. Federal	MAXHIRE	Application #: 77853226 Registration #: 4030307	Application Date: 10/20/09 Registration Date: 9/27/11
MaxHire Solutions, Inc.	Canada	MAXHIRE	Application #: 1452879 Registration #: TMA778097	Application Date: 9/24/09 Registration Date: 9/24/10

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**RECORDED: 11/26/2012**