

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

07/03/2013



103659929

To the Director of the U. S. Patent and Trademark Office: Please record the attached document.

1. Name of conveying party(ies):

Bradley-Morris, LLC  
1825 Barrett Lakes Blvd., Suite 300  
Kennesaw, Georgia 30144

- ☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership  
☐ Corporation- State: \_\_\_\_\_  
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 19, 2013

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Deerpath Capital II, LP

Street Address: 405 Lexington Avenue, 71st Floor

City: New York

State: NY

Country: USA

Zip: 10174

- ☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☒ Limited Partnership Citizenship Delaware  
☐ Corporation Citizenship \_\_\_\_\_  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3398126, 3398128, 3479265, 3525465, 3525466, 3530793, 3743021  
3766178, 3766179

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

BRADLEY-MORRIS, POWERHIRE, BRADLEY-MORRIS, INC. DELIVERING MILITARY-EXPERIENCED TALENT TO AMERICA'S TOP COMPANIES, TARGETHIRE, CONFERENCEHIRE, DELIVERING MILITARY-EXPERIENCED TALENT TO AMERICA'S TOP COMPANIES, INDUSTRYHIRE, MOST VALUABLE EMPLOYERS (MVE) FOR MILITARY, MOST VALUABLE EMPLOYER MILITARY CIVILIANJOBS.COM

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gabriel M. Loperena, Esq.

Internal Address: Porter Hedges LLP

Street Address: 1000 Main Street, 36th Floor

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6708

Docket Number: 010997-0057

Email Address: gloperena@porterhedges.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

- ☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

07/05/2013 HTON11 00000020 3398126

Deposit Account Number

40.00 OP  
200.00 OP

Authorized User Name

9. Signature:

Signature

Gabriel M. Loperena, Esq.

Name of Person Signing

7/1/2013

Date

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005068 FRAME: 0505

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of June 19, 2013 (the "**Agreement**"), by and among BRADLEY-MORRIS, LLC, a Delaware limited liability company (the "**Company**"), ESSENTIAL EVENTS AND TRAVEL, LLC, a Georgia limited liability company ("**Essential Events**"), CIVILIAN JOBS, LLC, a Georgia limited liability company ("**Civilian Jobs**"), MILITARY RESUMES, LLC, a Georgia limited liability company ("**Military Resumes**"), and the other borrowers from time to time party to the Loan Agreement (defined below) (together with the Company, Essential Events, Civilian Jobs and Military Resumes, each, individually and collectively, "**Debtor**"), and DEERPATH CAPITAL II, LP, a Delaware limited partnership ("**Deerpath**"), as administrative agent (in such capacity, "**Secured Party**") for the ratable benefit of the Lenders (defined below).

### WITNESSETH:

**WHEREAS**, Debtor, Secured Party, as a lender and as administrative agent for itself and the other Lenders, and the other lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

**WHEREAS**, Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), among Debtor and Secured Party, pursuant to which Debtor granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Company under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Company pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

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

**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "**IP Collateral**"), whether now or

hereafter owned, acquired, existing or arising, *provided, however, that*, to the extent that the provisions of any license of IP Collateral expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, Debtor shall not grant a security interest therein and Secured Party will not enforce its security interest (other than in respect of the Proceeds (as defined in the Uniform Commercial Code as in effect in the State of New York on the date of this Agreement, as it may be amended or modified from time to time hereafter) thereof) for so long as such prohibition continues, it being understood that upon request of Secured Party, Debtor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Debtor's rights under such license:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Signatures Appear on Following Pages]*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

**DEBTOR:**

**BRADLEY-MORRIS, LLC**  
a Delaware limited liability company

By: Sandra A. Morris  
Name: Sandra A. Morris  
Title: CEO

**ESSENTIAL EVENTS AND TRAVEL, LLC**  
a Georgia limited liability company

By: Sandra A. Morris  
Name: Sandra A. Morris  
Title: CEO

**CIVILIAN JOBS, LLC**  
a Georgia limited liability company

By: Sandra A. Morris  
Name: Sandra A. Morris  
Title: CEO

**MILITARY RESUMES, LLC**  
a Georgia limited liability company

By: Sandra A. Morris  
Name: Sandra A. Morris  
Title: CEO

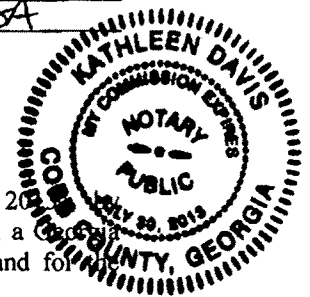
STATE OF GA )  
 ) ss.  
COUNTY OF Cobb )



This instrument was acknowledged before me on June 19, 2014,  
Sandra A. Morris, CEO of Bradley-Morris, LLC, a Delaware limited  
liability company, for and on behalf of such limited liability company, and for the purpose and  
consideration herein stated.

Kathleen Davis  
Notary Public in and for the State of GA

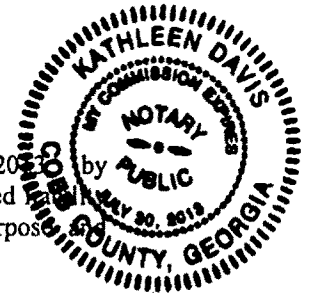
STATE OF GA )  
 ) ss.  
COUNTY OF Cobb )



This instrument was acknowledged before me on June 19, 2014,  
Sandra A. Morris, CEO of Essential Events and Travel, LLC, a Georgia  
limited liability company, for and on behalf of such limited liability company, and for the  
purpose and consideration herein stated.

Kathleen Davis  
Notary Public in and for the State of GA

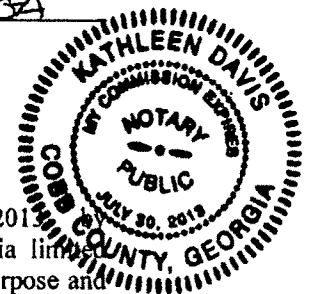
STATE OF GA )  
 ) ss.  
COUNTY OF Cobb )



This instrument was acknowledged before me on June 19, 2014,  
Sandra A. Morris, CEO of Civilian Jobs, LLC, a Georgia limited  
company, for and on behalf of such limited liability company, and for the purpose  
consideration herein stated.

Kathleen Davis  
Notary Public in and for the State of GA

STATE OF GA )  
 ) ss.  
COUNTY OF Cobb )



This instrument was acknowledged before me on June 19, 2014,  
Sandra A. Morris, CEO of Military Resumes, LLC, a Georgia limited  
liability company, for and on behalf of such limited liability company, and for the purpose and  
consideration herein stated.

Kathleen Davis  
Notary Public in and for the State of GA

[SIGNATURE AND ACKNOWLEDGMENT PAGE 2 OF 3 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**SECURED PARTY:**

**DEERPATH CAPITAL II, LP**

a Delaware limited partnership,  
as Agent

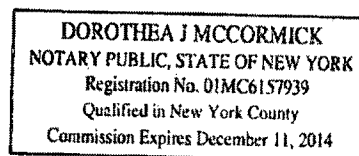
By: Deerpath Capital II General Partner, LLC  
its general partner

By: James H. Kirby  
Name: James H. Kirby  
Title: President

STATE OF New York )  
COUNTY OF New York ) ss.

This instrument was acknowledged before me on June 17, 2013, by James H. Kirby, President of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Deerpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Dorothea J. McCormick  
Notary Public in and for the State of New York



[SIGNATURE AND ACKNOWLEDGMENT PAGE 3 OF 3 TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005068 FRAME: 0511**

**Schedule 1**  
**to**  
**Patent and Trademark Security Agreement**


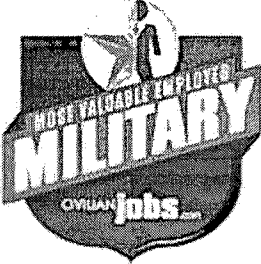
***Patents***

***Patent Application:***

Jurisdiction: U.S.A.  
 Patent Application No. 12/565,683  
 Title: Method and System for Matching Civilian Employers with Candidates Having  
 Prior Military Experience  
 Application Date: September 23, 2009  
 Owner: Bradley-Morris, Inc.

***Registered Trademarks, Material Unregistered Trademarks, and  
 Applications for Registration of Trademarks***

***Registered Trademarks:***

Serial No.	Filing Date	Mark	Reg. Date	Reg. No.
77/232,289	18-Jul-07	POWERHIRE	18-Mar-08	3398128
77/232,344	18-Jul-07	 BRADLEY-MORRIS, INC. DELIVERING MILITARY EXPERIENCE TALENT TO AMERICA'S TOP COMPANIES	5-Aug-08	3479265
77/232,264	18-Jul-07	BRADLEY-MORRIS	18-Mar-08	3398126
77/332,545	18-Nov-07	TARGETHIRE	28-Oct-08	3525465
77/332,548	18-Nov-07	CONFERENCEHIRE	28-Oct-08	3525466
77/443,429	8-Apr-08	DELIVERING MILITARY-EXPERIENCED TALENT TO AMERICA'S TOP COMPANIES	11-Nov-08	3530793
77/496,910	11-Jun-08	INDUSTRYHIRE	26-Jan-10	3743021
77/677,631	24-Feb-09	MOST VALUABLE EMPLOYERS (MVE) FOR MILITARY	30-Mar-10	3766178
77/677,635	24-Feb-09	 MOST VALUABLE EMPLOYER MILITARY CIVILIANJOBS.COM	30-Mar-10	3766179
77/496,906	11-Jun-08	PARTNERHIRE	ABANDONED	



77/559,216	29-Aug-08	HOWTOHIRE	ABANDONED
77/559,210	29-Aug-08	CONTRACTHIRE	ABANDONED
77/559,200	29-Aug-08	GOVHIRE	ABANDONED
77/630,581	10-Dec-08	BESTFIT	ABANDONED

[SCHEDULE I TO PATENT AND TRADEMARK SECURITY AGREEMENT – PAGE 2]