

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM332210

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Motion Recruitment Partners LLC	FORMERLY Motion Recruitment Partners Inc.	02/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Street Management LLC		
Street Address:	777 West Putnam Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4465659	JOBSPRING	
Registration Number:	4494064	TECH IN MOTION	
Registration Number:	4343042	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE	
Registration Number:	4343041	SEVENSTEP SIMPLY EFFECTIVE RPO	
Registration Number:	4343040	JOBSPRING TALENT IN ACTION	
Registration Number:	4343039	SIMPLY EFFECTIVE RPO	
Registration Number:	4147633	WHERE PEOPLE MEET PERFORMANCE	
Registration Number:	4147632	TALENT IN ACTION	
Registration Number:	4143388	MOTION RECRUITMENT PARTNERS	
Registration Number:	3887597	JOBSPRING	
Registration Number:	3887589	WORKBRIDGE	
Registration Number:	3883524	JOBSPRING PARTNERS	
Registration Number:	3883518	WORKBRIDGE ASSOCIATES	
Registration Number:	3535262	TECHIEGOLD	
Registration Number:	3544890	CAREERHOLDINGS	
Registration Number:	3599412	C. BRIDGES ASSOCIATES	
Registration Number:	3532763	SEVEN STEP RECRUITING	
Serial Number:	86458524	TALENT AI	
TRADEMARK			

CH \$490.00 4465659

Property Type	Number	Word Mark
Serial Number:	86119798	SEVEN STEP RPO

CORRESPONDENCE DATA

Fax Number:
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.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	139061
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	02/13/2015

Total Attachments: 7

source=MRP - Motion Recruitment Partners LLC Trademark Security Agreement (Executed)#page1.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 13th day of February, 2015, by and among MOTION RECRUITMENT PARTNERS LLC, a Delaware limited liability company (f/k/a Motion Recruitment Partners Inc.) (the "Grantor"), and FIFTH STREET MANAGEMENT LLC, a Delaware limited liability company, as Administrative Agent for the Lenders under the Credit Agreement (in such capacity, together with its successors and permitted assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 13, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as Borrower, MRP Holdco, Inc., a Delaware corporation ("Parent"), the other Subsidiaries of Parent from time to time party thereto, the lenders party thereto (such lenders, together with their respective successors and permitted assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantor and certain of Grantor's affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, 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, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all renewals or extensions of the foregoing, including the right to claim priority or file an application on the foregoing;

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

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement, dilution or other violation of any Trademark or any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

provided, however, that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secure the payment and performance of all the 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 Obligations and would be owed by the Grantor to Agent, the Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding under the Bankruptcy Code involving the 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 Lenders, pursuant to the Security Agreement. The 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 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 Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any such new trademark registration or application with respect thereto, including any renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I solely to include any such new trademark rights of the 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered shall be deemed to be an original, and all of which counterparts 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. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or”, when used in a list, except where otherwise indicated, has the inclusive meaning represented by the phrase “and/or” (which shall mean “and” or “or”). The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, amendments and restatements, restatements, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, amendments and restatements, restatements, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns.

8. CONTROLLING LAW. This Trademark Security Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MOTION RECRUITMENT PARTNERS
LLC, a Delaware limited liability company

By: 

Name: William Hausberg


Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005460 FRAME: 0099

AGENT:

FIFTH STREET MANAGEMENT LLC,
a Delaware limited liability company

By: 

Name: Ivelin M. Dimitrov
Title: Chief Investment Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005460 FRAME: 0100

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner¹</u>	<u>Mark</u>
Motion Recruitment Partners LLC	U.S. PTO	4465659	01/14/2014	Motion Recruitment Partners Inc.	JOBSPRING
Motion Recruitment Partners LLC	U.S. PTO	4494064	03/11/2014	Motion Recruitment Partners Inc.	TECH IN MOTION
Motion Recruitment Partners LLC	U.S. PTO	4343042	05/28/2013	Motion Recruitment Partners Inc.	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE
Motion Recruitment Partners LLC	U.S. PTO	4343041	05/28/2013	Motion Recruitment Partners Inc.	SEVENSTEP SIMPLY EFFECTIVE RPO
Motion Recruitment Partners LLC	U.S. PTO	4343040	05/28/2013	Motion Recruitment Partners Inc.	JOBSPRING TALENT IN ACTION
Motion Recruitment Partners LLC	U.S. PTO	4343039	05/28/2013	Motion Recruitment Partners Inc.	SIMPLY EFFECTIVE RPO
Motion Recruitment Partners LLC	U.S. PTO	4147633	05/22/2012	Motion Recruitment Partners Inc.	WHERE PEOPLE MEET PERFORMANCE
Motion Recruitment Partners LLC	U.S. PTO	4147632	05/22/2012	Motion Recruitment Partners Inc.	TALENT IN ACTION
Motion Recruitment Partners LLC	U.S. PTO	4143388	05/15/2012	Motion Recruitment Partners Inc.	MOTION RECRUITMENT PARTNERS
Motion Recruitment Partners LLC	U.S. PTO	3887597	12/07/2010	Motion Recruitment Partners Inc.	JOBSPRING
Motion Recruitment Partners LLC	U.S. PTO	3887589	12/07/2010	Motion Recruitment Partners Inc.	WORKBRIDGE
Motion Recruitment Partners LLC	U.S. PTO	3883524	11/30/2010	Motion Recruitment Partners Inc.	JOBSPRING PARTNERS
Motion Recruitment Partners LLC	U.S. PTO	3883518	11/30/2010	Motion Recruitment Partners Inc.	WORKBRIDGE ASSOCIATES
Motion	U.S. PTO	3535262	11/18/2008	Motion Recruitment	TECHIEGOLD

¹ Prior to or as soon as practicable after the closing date, Motion Recruitment Partners LLC will make the necessary filings with the USPTO to reflect the conversion of Motion Recruitment Partners Inc. into a limited liability company.

Recruitment Partners LLC				Partners Inc.	
Motion Recruitment Partners LLC	U.S. PTO	3544890	12/09/2008	Motion Recruitment Partners Inc.	CAREERHOLDINGS
Motion Recruitment Partners LLC	U.S. PTO	3599412	03/31/2009	Motion Recruitment Partners Inc.	C. BRIDGES ASSOCIATES
Motion Recruitment Partners LLC	U.S. PTO	3532763	11/11/2008	Motion Recruitment Partners Inc.	SEVEN STEP RECRUITING

Pending Trademark Applications

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Motion Recruitment Partners LLC	U.S. PTO	86/458524	11/19/2014	Motion Recruitment Partners Inc.	TALENT AI
Motion Recruitment Partners LLC	U.S. PTO	86/119798	11/15/2013	Motion Recruitment Partners Inc.	SEVEN STEP RPO
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1654816	12/05/2013	Motion Recruitment Partners Inc.	WORKBRIDGE
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1654817	12/05/2013	Motion Recruitment Partners Inc.	WORKBRIDGE ASSOCIATES
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658509	01/06/2014	Motion Recruitment Partners Inc.	JOBSPRING PARTNERS
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658508	01/06/2014	Motion Recruitment Partners Inc.	JOBSPRING
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658510	01/06/2014	Motion Recruitment Partners Inc.	TECH IN MOTION