OP \$65.00 85842743

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM337861

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GreenJobInterview.com, LLC		08/01/2012	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank	
Street Address:	3003 Tasman Dr.	
City:	Santa Clara	
State/Country:	CALIFORNIA	
Postal Code:	95054	
Entity Type:	CORPORATION: CALIFORNIA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85842743	GREENJOB ONE-WAY
Serial Number:	85971840	INTERVIEW TALENT SMARTER

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.

Phone: 4156039916

Email: mlablanc@vlplawgroup.com

Correspondent Name: Michael LaBlanc

Address Line 1: 655 W Irving Park Road
Address Line 4: Chicago, ILLINOIS 60613

ATTORNEY DOCKET NUMBER:	SVB - GREENJOBINTERVIEW
NAME OF SUBMITTER:	Michael LaBlanc
SIGNATURE:	/Michael LaBlanc/
DATE SIGNED:	04/10/2015

Total Attachments: 7

source=SVB_GreenJobInterview REVISED IPSA SCHED#page1.tif source=SVB_GreenJobInterview REVISED IPSA SCHED#page2.tif source=SVB_GreenJobInterview REVISED IPSA SCHED#page3.tif

source=SVB_GreenJobInterview REVISED IPSA SCHED#page4.tif source=SVB_GreenJobInterview REVISED IPSA SCHED#page5.tif source=SVB_GreenJobInterview REVISED IPSA SCHED#page6.tif source=SVB_GreenJobInterview REVISED IPSA SCHED#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of Amy - 1-, 2012 by and between SILICON VALLEY BANK ("Bank") and GREENJOBINTERVIEW.COM, LLC ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

449302.1

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

- Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person. including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

2

449302.1

TRADEMARK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3050 Pullman Street, Suite D Costa Mesa, CA 92626

Attn:

Title: Greg Rokos, President

GREENJOBINTERVIEW.COM, LLC

Address of Bank:

38 Technology Drive, Suite 150 Irvine, CA 92618 Attention: Andrew Skalitzky BANK:

SHICON VALLEY BANK

By:

Title: KN

EXHIBIT A

COPYRIGHTS

DescriptionRegistration/
ApplicationRegistration/
ApplicationNumberDate

NONE

449302.1

EXHIBIT B

PATENTS

DescriptionRegistration/
ApplicationRegistration/
ApplicationNumberDate

NONE

449302.1

TRADEMARKS

DescriptionRegistration/
Application
NumberRegistration/
Application
Date

3639142

3751728



3745915 02/09/2010

06/16/2009

02/23/2010

GREENJOBINTERVIEW.COM



 GREENJOB ONE-WAY
 85842743
 02/26/2013

 INTERVIEW TALENT SMARTER
 85971840
 06/27/2013

EXHIBIT D

MASK WORKS

Description Re

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

449302.1

TRADEMARK REEL: 005495 FRAME: 0699

RECORDED: 04/10/2015