

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM348131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bradley-Morris, LLC		07/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deerpath Funding, LP		
Street Address:	405 Lexington Avenue, 53rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77232289	POWERHIRE	
Serial Number:	77232344	BRADLEY-MORRIS, INC. DELIVERING MILITARY	
Serial Number:	77232264	BRADLEY-MORRIS	
Serial Number:	77332545	TARGETHIRE	
Serial Number:	77332548	CONFERENCEHIRE	
Serial Number:	77443429	DELIVERING MILITARY-EXPERIENCED TALENT T	
Serial Number:	77496910	INDUSTRYHIRE	
Serial Number:	77677631	MOST VALUABLE EMPLOYERS (MVE) FOR MILITA	
Serial Number:	77677635	MOST VALUABLE EMPLOYER MILITARY CIVILIAN	
CORRESPONDENCE DATA			
Fax Number:	7132266397		
<i>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.</i>			
Phone:	713-226-6000		
Email:	TMMail@porterhedges.com		
Correspondent Name:	Jonathan Pierce		
Address Line 1:	P.O. Box 4744		
Address Line 4:	Houston, TEXAS 77210-4744		
ATTORNEY DOCKET NUMBER:	010997-0105		

CH \$240.00 77232289

NAME OF SUBMITTER:	Jonathan Pierce
SIGNATURE:	/jmp/
DATE SIGNED:	07/15/2015
Total Attachments: 6 source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page1.tif source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page2.tif source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page3.tif source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page4.tif source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page5.tif source=2015-07-15 Executed Patent and Trademark Security Agreement - Bradley-Morris 010997-0105#page6.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “**Agreement**”), by and between BRADLEY-MORRIS, LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUNDING, LP, a Delaware limited partnership (“**Deerpath**”), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor and the other borrowers from time to time party to the Loan Agreement (as defined below) (collectively with Debtor, the “**Borrowers**”), Bradley-Morris Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), Secured Party and the other lenders from time to time party to the Loan Agreement (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, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the “**Security Agreement**”), pursuant to which Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers 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 Borrowers 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:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to 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 but not limited to those referred to on ***Schedule 1*** hereto, and all goodwill associated therewith or symbolized thereby;

(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 in Full of the Obligation, 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.

SECTION 8. Electronic Execution. The exchange of copies of this Agreement and of signature pages to this Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("***.pdf***") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes.

Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for all purposes.

SECTION 9. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to conflict of law principles.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security 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: Matthew B. Scherrer
Name: Matthew B. Scherrer
Title: Vice President and Secretary

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

Schedule 1
to
Patent and Trademark Security Agreement

Patents

Serial Number	Filing Date	Patent	Registration Date	Registration Number
12/565,683	23-Sep-09	Method and System for Matching Civilian Employers with Candidates Having Prior Military Experience	04-Jun-13	8458100
13/887,335	05-May-2013	Method and System for Matching Civilian Employers with Candidates Having Prior Military Experience	not yet granted	

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

Mark	Reg. No.	Serial No.	Country
POWERHIRE	3398128	77/232,289	USA
BRADLEY-MORRIS, INC. DELIVERING MILITARY EXPERIENCE TALENT TO AMERICA'S TOP COMPANIES	3479265	77/232,344	USA
BRADLEY-MORRIS	3398126	77/232,264	USA
TARGETHIRE	3525465	77/332,545	USA
CONFERENCEHIRE	3525466	77/332,548	USA
DELIVERING MILITARY-EXPERIENCED TALENT TO AMERICA'S TOP COMPANIES	3530793	77/443,429	USA
INDUSTRYHIRE	3743021	77/496,910	USA
MOST VALUABLE EMPLOYERS (MVE) FOR MILITARY	3766178	77/677,631	USA
MOST VALUABLE EMPLOYER MILITARY CIVILIANJOBS.COM	3766179	77/677,635	USA