

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talent Drive LLC		11/23/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77212863	TALENTDRIVE FIND FILTER GENERATE P	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Susan O'Brien		
Address Line 1:	187 Wolf Road, Suite 101		
Address Line 2:	CT Lien Solutions		
Address Line 4:	Albany, NEW YORK 12205		
NAME OF SUBMITTER:	Susan O'Brien		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	11/24/2015		
Total Attachments: 6			
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AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this “Amendment”), made as of November 23, 2015, by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company (“Secured Party”), and TALENT DRIVE LLC, a Delaware limited liability company, with its chief executive office at 501 Boylston Street, Third Floor, Boston, Massachusetts 02116 (“Debtor”). Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Security Agreement, dated May 13, 2011 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Trademark Security Agreement”) and recorded with the Trademark Division of the United States Patent and Trademark Office on October 18, 2011 at Reel/Frame 004643/0607;

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the additional trademarks, trade names, trade styles, terms, service marks, designs and applications therefor and internet domain names registered or filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the “Additional Trademarks”); and

WHEREAS, Debtor is obligated to grant a security interest in and pledge all such Additional Trademarks and Additional Trademark Collateral (as hereinafter defined) to Secured Party, as provided by the terms and conditions of the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Trademark Collateral otherwise described in the Trademark Security Agreement, Schedule 1 to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the additional Trademark Collateral consisting of the Additional Trademarks and other Trademark Collateral related thereto (such Additional Trademarks and Trademark Collateral related thereto being referred to herein as the “Additional Trademark Collateral”).

(b) All references to the term "Trademark Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademark Collateral and the other assets described in Section 2 of this Amendment.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Secured Party set forth in Section 2 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant of Trademark Collateral to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon the Additional Trademark Collateral.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademark Collateral set forth in the Trademark Security Agreement shall apply to the Additional Trademark Collateral and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier or other method of electronic transmission with the same force and effect as if it were a manually executed and delivered counterpart.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

TALENT DRIVE LLC

as Debtor

By: 

Name: Ken Lazarus

Title: President and C.E.O.

WELLS FARGO CAPITAL FINANCE, LLC

as Secured Party

By: _____

Name:

Title:

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

TALENT DRIVE LLC
as Debtor

By: _____
Name:
Title:

WELLS FARGO CAPITAL FINANCE, LLC
as Secured Party

By: Peter Schuebler
Name: **Peter Schuebler**
Title: **Vice President**

SCHEDULE 1
TO
AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT

List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
TALENTDRIVE FIND FILTER GENERATE PROFESSIONAL CANDIDATES (AND DESIGN)	77/212863	June 22, 2007	3487238	August 19, 2008