

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM370754

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TALENTWISE, INC.		01/27/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Collateral Agent		
Street Address:	127 PUBLIC SQUARE		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	NATIONAL ASSOCIATION: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4093076	TALENTWISE	
Registration Number:	4313420	TALENTSHIELD	
Serial Number:	86736145	TALENTWISE FASTLANE	
CORRESPONDENCE DATA			
Fax Number:	2128225178		
<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:	2125305178		
Email:	lkass@milbank.com		
Correspondent Name:	Milbank, Tweed, Hadley & McCloy, LLP		
Address Line 1:	28 Liberty Street		
Address Line 2:	c/o Lawrence Kass		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.77100		
NAME OF SUBMITTER:	Lawrence Kass		
SIGNATURE:	/s/ Lawrence Kass		
DATE SIGNED:	01/27/2016		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of January 27, 2016 by TALENTWISE, INC. (a “**Grantor**”), in favor of KEYBANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to the Supplement No. 1 to Second Lien Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the First Amendment to Second Lien Credit Agreement, dated as of the date hereof, among Sterling Midco Holdings, Inc. (the “**Borrower**”), Sterling Intermediate Corp. (the “**Parent**”), each subsidiary of the Parent listed on the signature pages thereto (the “**Subsidiaries Guarantor**”), KeyBank National Association (“**Keybank**”) as the administrative agent (in such capacity, the “**Administrative Agent**”) and Collateral Agent, and the lenders party thereto and the Joinder Agreement to Second Lien Credit Agreement, dated as of the date hereof, among the Borrower, the Parent, the Guarantor Subsidiaries, the Grantor and KeyBank as Collateral Agent and as Administrative Agent, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) registered Trademarks and Trademarks with respect to which applications for registration are pending of the Grantor listed on Schedule I attached hereto;
- (b) all income, fees, royalties, damages and payments then and thereafter due and/or payable with respect to any of the foregoing, including damages, claims, and payments for past, present or future infringements thereof; and
- (c) all rights to sue for past, present and future infringements thereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor

hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law; Jurisdiction; Venue; Waiver of Jury Trial; Consent to Services of Process.

(a) The terms of Sections 10.15 and 10.16 of the Credit Agreement (as defined in the Security Agreement) with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

(b) Each party to this Second Lien Trademark Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01 of the Security Agreement. Nothing in this Second Lien Trademark Security Agreement will affect the right of any party to this Second Lien Trademark Security Agreement to serve process in any other manner permitted by Law.


[Signature pages follow.]

TALENTWISE, INC.

DocuSigned by:
By: 
Name Todd Owens
Title CEO

[Signature Pages (TalentWise) to the Second Lien Trademark Security Agreement]

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Alison M. Sammon
Title: Vice President

Schedule I
Trademark Registrations and Use Applications

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
TALENTWISE	4,093,076	1/31/2012	TalentWise, Inc.
TALENTWISE FASTLANE	(86/736,145)	(8/25/2015)	TalentWise, Inc.
TALENTSHIELD	4,313,420	4/2/2013	TalentWise, Inc.

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