

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385041

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAREERARC GROUP LLC		01/02/2015	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86694187	CAREERARC MODERN OUTPLACEMENT	
Serial Number:	86694186	CAREERARC OUTPLACEMENT	
Serial Number:	86694183	CAREERARC SOCIAL RECRUITING	
Serial Number:	86508774	CAREERARC	
CORRESPONDENCE DATA			
Fax Number:	8586771401		
<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:	858-677-1400		
Email:	derek.montebianco@dlapiper.com		
Correspondent Name:	DLA Piper LLP US		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	05/19/2016		
Total Attachments: 6			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of January 2, 2015 by and between SILICON VALLEY BANK ("Bank") and CAREERARC GROUP LLC ("Grantor") and amends and restates the terms of that certain Intellectual Property Security Agreement by Grantor in favor of Bank, dated as of December 22, 2009, as amended from time to time (the "Original Intellectual Property Security Agreement").

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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of January 2, 2015 (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 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 Intellectual Property Security 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.

If the Loan Agreement is terminated, Bank's Lien in the Collateral shall continue until the Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of the Loan Agreement) are repaid in full in cash. Upon payment in full in cash of the Obligations (other than inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of the Loan Agreement), including without limitation, upon a

voluntary termination by Borrower pursuant to Section 2.1.1 of the Loan Agreement, and at such time as Bank's obligation to make Credit Extensions has terminated, Bank shall, at Borrower's sole cost and expense, release its Liens in the Collateral and all rights therein shall revert to Borrower as well as all Liens pursuant to this Intellectual Property Security Agreement.

Except as otherwise set forth herein, this Amended and Restated Intellectual Property Security Agreement is intended to and does completely amend and restate, without novation, the Original Intellectual Property Security Agreement.

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

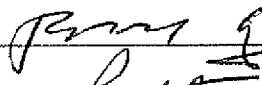
Address of Grantor:

2600 W. Olive Avenue, Suite 710
Burbank, CA 91505

Attn: Mike Wang

GRANTOR:

CAREERAR^WGROUP LLC

By: 

Title: 

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: TIM BARNES, VP/AM

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
JOBS Android mobile app	TX0007911276	7/3/13
JOBS iPhone mobile app	TXu001888820	6/18/13
No title	V3616D193	5/15/12
TMJ Maps	TXu001908962	7/30/13

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ARC INTERNATIONAL GROUP LLC	86139447	12/10/13
ARC INTERNATIONAL GROUP LLC	86139442	12/10/13
CAREERARC.COM	86463769	11/24/14
GET RIGHT TO WORK	86002292	7/3/13
CAREERBEAM GET RIGHT TO WORK	86002288	7/3/13
CAREERARCGROUP THE SOCIAL EXCELERATION NETWORK	85302456	4/22/11
CAREERARCGROUP THE SOCIAL EXCELERATION NETWORK	85302285	4/22/11
CAREERARCGROUP THE SOCIAL EXCELERATION NETWORK	85302268	4/22/11
THE SOCIAL EXCELERATION NETWORK	85302233	4/22/11
THE SOCIAL EXCELERATION NETWORK	85302229	4/22/11
THE SOCIAL EXCELERATION NETWORK	85302222	4/22/11
CB	85698325	8/8/12
CAREERBEAM	85698324	8/8/12
CAREERARC GROUP	85302298	4/22/11
CAREERARC GROUP	85302295	4/22/11
CAREERARC GROUP	85302293	4/22/11
CAREERARC GROUP	85302291	4/22/11
Design	85302260	4/22/11
Design	85302254	4/22/11
Design	85302247	4/22/11
Design	85302238	4/22/11
IT'S THAT FAST	85258310	3/4/11
MYCAREERCENTER	85209381	1/3/11
CB	78898788	6/2/06
CAREERBEAM	78887550	5/19/06
TWEETMYJOBS	77716836	4/17/09
PLATINUM DATA	76640409	6/8/05
SEARCHEXPO	76504413	4/4/03
CAREERARC MODERN OUTPLACEMENT	86694187	7/15/15
CAREERARC OUTPLACEMENT	86694186	7/15/15
CAREERARC SOCIAL RECRUITING	86694183	7/15/15
CAREERARC	86508774	1/20/15

EXHIBIT D

Mask Works

None