

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMW TECHNOLOGIES, INC.		06/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	ARKANSAS		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2980388	PEOPLEMATTER	
Registration Number:	3059810	CLUES	
Registration Number:	3179107	CAREERCLUES	
Registration Number:	3258350	PEOPLECLUES	
Registration Number:	4918742	PEOPLELYTICS	
Registration Number:	4918743	PEOPLELYTICS	
Registration Number:	3872839	PEOPLEMATTER	
Registration Number:	3975663	PEOPLEMATTER	
Registration Number:	3975664		
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0010		

OP \$240.00 2980388

NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/30/2016

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of June 30, 2016, is made by SNAGAJOB.COM, INC., a Delaware corporation, SAJ SHIFT CORP., a Delaware corporation, SAJ SHIFT INTERMEDIATE CORP., a Delaware corporation, SAJ MERGER SUB, INC., a Delaware corporation, and PMW Technologies, Inc., a Delaware corporation, and each of their Qualified Subsidiaries (hereinafter collectively referred to as the “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation (“Agent”) in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined below).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with the other borrowers party thereto, the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as “Lenders”) and Agent, in its capacity as administrative agent and collateral agent for itself and the Lenders, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 of 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, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) 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”);

(f) 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”);

(g) 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;

(h) 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, including without limitation those set forth on Exhibit E attached hereto (collectively the “Licenses”);

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the broad grant of the security interest set forth above, the Intellectual Property Collateral shall not include (a) any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, and (b) nonassignable licenses or contracts, which by their terms require the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406, 9407 and 9408 of the UCC).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent’s express prior written consent, and any such attempted assignment shall be void and of no effect.

Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of California, and shall have been accepted by Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

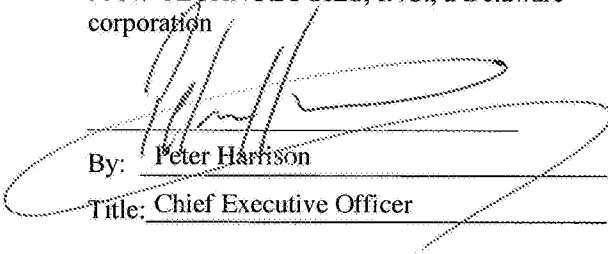
[Signature page follows.]

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

PMW TECHNOLOGIES, INC., a Delaware corporation

By:  Peter Harrison

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

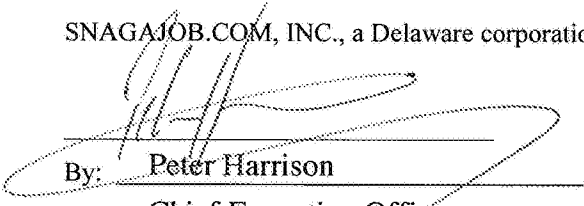
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

SNAGAJOB.COM, INC., a Delaware corporation



By: Peter Harrison

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

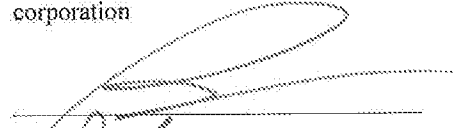
SNAGAJOB.COM, INC., a Delaware corporation

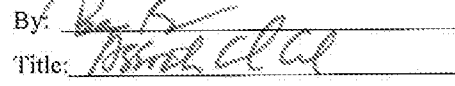
By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By:  _____

Title:  _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

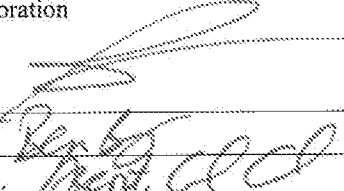
PMW TECHNOLOGIES, INC., a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By:  _____

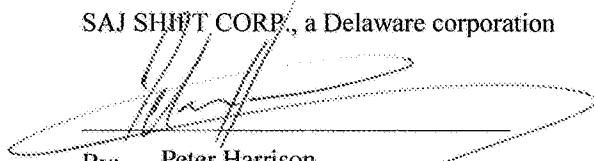
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

SAJ SHIFT CORP., a Delaware corporation



By: Peter Harrison

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

SAJ SHIFT CORP., a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By:  _____

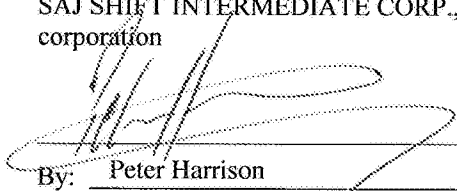
Title:  _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

SAJ SHIFT INTERMEDIATE CORP., a Delaware corporation



By: Peter Harrison

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

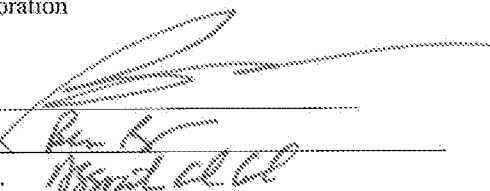
SAJ SHIFT INTERMEDIATE CORP., a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By:  _____

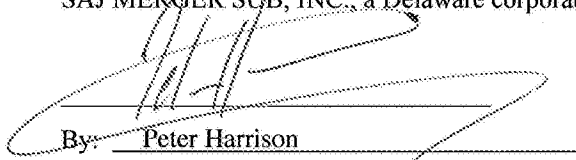
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[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

SAJ MERGER SUB, INC., a Delaware corporation

A handwritten signature in black ink, appearing to read "Peter Harrison", is written over a horizontal line. The signature is stylized and somewhat cursive.

By: Peter Harrison

Title: Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By: _____

Title: _____

{Signature Page to Intellectual Property Security Agreement}

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GRANTOR:

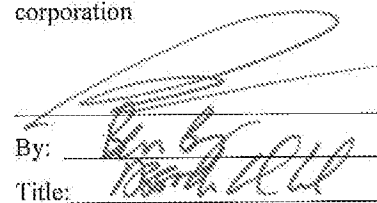
SAJ MERGER SUB, INC., a Delaware corporation

By: _____

Title: _____

AGENT:

HERCULES CAPITAL, INC., a Maryland corporation

By:  _____

Title: _____

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Snagajob.com, Inc. - U.S. and Canadian Trademarks:

Description	Serial / Registration Number	Application/Registration Date
SNAGAJOB ¹	85-487,694 / 4,179,326	07/24/12
SYSDINE	77-624,407 / 3,646,728	06/30/09
THE #1 SOURCE FOR HOURLY EMPLOYMENT	77-137,051 / 3,347,748	12/04/07
SNAGAJOB.COM	76-105,365 / 2,477,984	08/14/01
READYHIRE ²	85-725,552 / 4,495,643	03/11/2014
SNAG	86-819,642 ³	11/13/2015
HOUR MINDS	87-027,446	05/6/2016
VISUALITY	87-027,441	05/6/2016
SNAGAJOB (Canada)	1,740,015	07/31/2015
SNAGASHIFT	87-073,868 ⁴	06/16/2016

PMW Technologies, Inc. - U.S. and Canadian Trademarks:

Description	Serial / Registration Number	Application/Registration Date
PEOPLEMATTER	76-451,043/2,980,388	08/02/2005
CLUES	76-579,696/ 3,059,810	02/21/2006
CAREERCLUES	76-652-678/3,179,107	12/05/2006
PEOPLECLUES	78-944,882/ 3,258,350	07/03/2007
PEOPLELYTICS	86-271,255/ 4,918,742	03/15/2016
PEOPLELYTICS	86-271-304/ 4,918,743	03/15/2016

¹ Owner is SnagAjob.com (Missing “, Inc.”); as of June 15, 2016, a filing is being sent to the USPTO to correct.

² Owner is SnagAjob.com (Missing “, Inc.”); as of June 15, 2016, a filing is being sent to the USPTO to correct.

³ Intent to Use

⁴ Intent to Use

PEOPLEMATTER	77-968,599/ 3,872,839	11/09/2010
PEOPLEMATTER	85-000,465/ 3,975,663	06/07/2011
DESIGN ONLY	85-000,466/ 3,975,664	06/07/2011
PEOPLECLUES (UK)	24-56087/ 24-56087	11/16/2007

EXHIBIT D

Mask Works

None

EXHIBIT E

Intellectual Property Licenses

Snagajob.com, Inc. Intellectual Property Licenses:

Outbound IP Licenses:

<u>Agreement</u>	<u>Date</u>	<u>Related Intellectual Property</u>
Bojangles' Restaurant, Inc. – Non-Standard License Agreement	1/2/2009	Emerald Software*
Sagittarius Brands, Inc. - Non-Standard License Agreement	7/3/2008	Emerald Software
StarSat, LLC - Non-Standard License Agreement	6/9/2004	Emerald Software

*Source code acquired from Emerald Software licensed to the following parties

Inbound IP Licenses:

None

PMW Technologies, Inc. Intellectual Property Licenses:

None