

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394262

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilson Human Capital Group, Inc.		08/09/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Multiplier Capital, LP
<b>Street Address:</b>	2 Wisconsin Circle
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4894942	WILSONHCG RESEARCH INSTITUTE
Registration Number:	4547201	RPO: REDEFINED
Registration Number:	4022458	BETTER PEOPLE, BETTER BUSINESS
Registration Number:	4349158	EVER CHANGING. NEVER STILL.
Registration Number:	4229952	ALL SOURCING IS STRATEGIC.
Registration Number:	4236794	PUTTING RECRUITMENT BACK IN RPO.
Registration Number:	4236743	RPOPTIMIZED
Registration Number:	3909813	HR SMART
Registration Number:	3909812	RPO LITE
Registration Number:	3915599	HEAD2HEAD
Serial Number:	86958640	WILSONHCG

## CORRESPONDENCE DATA

Fax Number: 4088524475

*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.*

Phone: 4088417195

Email: dsanchezbentz@vlpawgroup.com

Correspondent Name: Diana Sanchez Bentz

TRADEMARK

**Address Line 1:** VLP Law Group LLP  
**Address Line 4:** Gilroy, CALIFORNIA 95020

**NAME OF SUBMITTER:** Diana Sanchez Bentz

**SIGNATURE:** /dsb1068/

**DATE SIGNED:** 08/09/2016

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as August 9, 2016, by and between MULTIPLIER CAPITAL, LP (“Lender”) and WILSON HUMAN CAPITAL GROUP, INC. (“Grantor”).

### RECITALS

A. Lender 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 Loan and Security Agreement by and between Lender and Grantor dated as of the date hereof (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 Lender 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 or 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 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”);

(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, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

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

Grantor hereby authorizes Lender 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 Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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:

WILSON HUMAN CAPITAL GROUP, INC.

  
By: John Wilson  
Title: CEO

LENDER:

MULTIPLIER CAPITAL, LP

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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:

WILSON HUMAN CAPITAL GROUP, INC.

.....  
By: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

MULTIPLIER CAPITAL, LP

*Kevin P. Sheehan*  
.....

By: *Kevin P. Sheehan*  
.....

Title: *Managing Member*  
.....

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005849 FRAME: 0120**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

U.S. Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WILSONHCG	86958640	03/30/2016
WILSONHCG RESEARCH INSTITUTE	4894942	02/02/2016
RPO: REDEFINED	4547201	06/10/2014
BETTER PEOPLE, BETTER BUSINESS	4022458	09/06/2011
EVER CHANGING. NEVER STILL.	4349158	06/11/2013
ALL SOURCING IS STRATEGIC.	4229952	10/23/2012
PUTTING RECRUITMENT BACK IN RPO.	4236794	11/06/2012
RPOPTIMIZED	4236743	11/06/2012
HR SMART	3909813	01/25/2011
RPO LITE	3909812	01/25/2011
HEAD2HEAD	3915599	02/08/2011

Canadian Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HEAD2HEAD	TMA772449	07/20/2010
RPO LITE	TMA772442	07/20/2010
HR SMART	TMA772443	07/20/2010