

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EMPLOYEE RELATIONS ASSOCIATES, INC.		03/01/2017	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPRING CAPITAL PARTNERS III, L.P.		
<b>Street Address:</b>	2330 W. Joppa Road		
<b>Internal Address:</b>	The Foxleigh Building, Suite 340		
<b>City:</b>	Lutherville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21093		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	BOATHOUSE CAPITAL II LP		
<b>Street Address:</b>	353 W. Lancaster Ave.		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Wayne		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3033602	ER	
<b>Registration Number:</b>	3047725	EMPLOYEE RELATIONS ASSOCIATES	
<b>Serial Number:</b>	86860235	ER SELECT EMPLOYEE RELATIONS ASSOCIATES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		

CH \$90.00 3033602

**Address Line 2:** 600 PEACHTREE STREET NE, SUITE 5200  
**Address Line 4:** ATLANTA, GEORGIA 30308-2216

<b>ATTORNEY DOCKET NUMBER:</b>	250454.000003
<b>NAME OF SUBMITTER:</b>	Christopher Close
<b>SIGNATURE:</b>	/Christopher Close/
<b>DATE SIGNED:</b>	04/24/2017

**Total Attachments: 10**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of March 1, 2017 by and among (i) EMPLOYEE RELATIONS ASSOCIATES, INC., a New York corporation ("*ERA*"), ER SELECT LLC, a New York limited liability company ("*ERS*"), CAREER PARTNERS INTERNATIONAL OF ROCHESTER, LLC, a New York limited liability company ("*CPI*"), ER ASSOCIATES OF IOWA, LLC, an Iowa limited liability company ("*ERAI*"), ERA & TALENTBRIDGE OF NORTH CAROLINA, LLC, a New York limited liability company ("*ERATB*"; together with each of ERA, ERS, CPI, and ERAI, collectively, the "*Pre-Acquisition Borrowers*"), TALENTBRIDGE HOLDINGS, LLC, a New York limited liability company ("*TBH*"), TALENT BRIDGE NETWORK, LLC, a North Carolina limited liability company ("*TBN*"), and TALENT BRIDGE HR ADVISORY, LLC, a North Carolina limited liability company ("*TBHR*"; together with and each of TBN and TBH, collectively, the "*Post Acquisition Borrowers*"), and the Post-Acquisition Borrowers together with the Pre-Acquisition Borrowers and with any other Person that at any time after the date hereof becomes a Borrower, each a "*Grantor*" and collectively, the "*Grantors*") and (ii) SPRING CAPITAL PARTNERS III, L.P., a Delaware limited partnership (together with its successors and assigns, "*Spring Capital*"), and BOATHOUSE CAPITAL II LP, a Delaware limited partnership (together with its successors and assigns, "*BC*"; together with Spring Capital, each an "*Investor*" and collectively, the "*Investors*").

### RECITALS

A. The Investors have agreed to make a certain advance of money and to extend certain financial accommodation to the Grantors (the "*Loan*") in the amounts and manner set forth in that certain Investment Agreement by and among the Investors and the Grantors, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "*Investment Agreement*"). Any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Investment Agreement.

B. The Investors are willing to make the Loan to the Grantors, but only upon the condition, among others, that the Grantors shall grant to the Investors a security interest in their Proprietary Rights to secure the obligations of the Grantors under the Investment Agreement.

C. Pursuant to the terms of a certain Security Agreement dated as of the date hereof executed in connection with the Investment Agreement (as the same may be amended, restated, modified or supplemented from time to time, the "*Security Agreement*"), the Grantors have granted to the Investors a security interest in all of the Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

### AGREEMENT

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 Investment Agreement and all other agreements now existing or hereafter arising between the Grantors and the Investors, the Grantors hereby, jointly and severally, represent, warrant, covenant and agree as follows:

- 1) To secure their respective obligations under the Investment Agreement and under any other agreement now existing or hereafter arising between the Investors and the Grantors, the Grantors hereby grant and pledge to the Investors a first priority security interest in all of the Grantors' right, title and interest in, to and under its Proprietary Rights (including, without limitation, those copyrights, patents and trademarks listed on *Exhibits A, B and C* 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, subject only to Permitted Encumbrances.
- 2) This security interest is granted in conjunction with the security interest granted to the Investors under the Security Agreement. The rights and remedies of the Investors with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to the Investors as a matter of law or equity. Each right, power and remedy of the Investors provided for herein or in the Security Agreement or any of the Investment 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 the Investors of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investors, of any or all other rights, powers or remedies.
- 3) The Grantors hereby, jointly and severally, represent and warrant that *Exhibits A, B, and C* attached hereto set forth any and all Proprietary Rights in connection to which the Grantors have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.
- 4) In the event that any Grantor forms any subsidiary or Affiliate after the date hereof, and receives the consent of the Investors to do so, such new subsidiary or Affiliate shall promptly execute a joinder signature page to this Agreement (and shall update *Exhibits A, B and C* attached hereto as necessary to include its copyrights, patents and trademarks), and in doing so shall become an obligor hereunder for all intents and purposes under this Agreement and the terms "Grantor" and "Grantors" shall thereafter be deemed to refer collectively to the Grantors party hereto and such joined parties. In the event that such a joinder is executed, the parties agree that it is their intention that nothing in such joinder shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or constitute an agreement to extinguish any of the obligations or liabilities of any of the parties under the provisions of this Agreement. In addition, the Grantors agree that any such additional Grantor executing a joinder signature page hereto shall take all steps and perform or cause to be performed all actions requested by the Investors to administer, supervise and protect the Proprietary Rights (including such additional Grantor's Proprietary

Rights) and to maintain the Investors' perfected security interest in the Proprietary Rights (including such additional Grantor's Proprietary Rights).

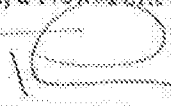
- 5) Upon the repayment in full of all amounts owing under the Notes and the satisfaction of all other Obligations, this Agreement shall terminate without further action by the Investors. Notwithstanding the foregoing, upon request, the Investors will execute and deliver to the Borrowers any releases, termination statements or similar instruments of reconveyance as the Borrowers may reasonably request and hereby grant the Borrowers the right to file any releases, termination statements or similar instruments if the Investors fail to deliver the same in a reasonable time period.

[Signature Page Follows]

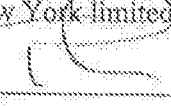
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Rights Security Agreement to be duly executed by its officers thereunto duly authorized, as of the first date written above.

"GRANTORS":

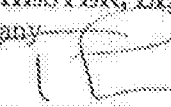
EMPLOYEE RELATIONS ASSOCIATES,  
INC., a New York corporation

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

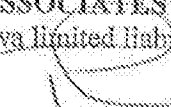
ER SELECT LLC,  
a New York limited liability company

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

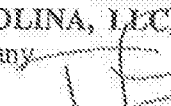
CAREER PARTNERS INTERNATIONAL OF  
ROCHESTER, LLC, a New York limited liability  
company

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

ER ASSOCIATES OF IOWA, LLC,  
an Iowa limited liability company

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

ERA & TALENTBRIDGE OF NORTH  
CAROLINA, LLC, a New York limited liability  
company

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TALENTBRIDGE HOLDINGS, LLC,  
a New York limited liability company

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

TALENT BRIDGE NETWORK, LLC,  
a North Carolina limited liability company

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

TALENT BRIDGE HR ADVISORY, LLC, a  
North Carolina limited liability company

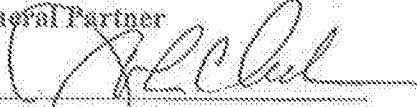
By: \_\_\_\_\_  
Name:  
Title:

Address: 7 Linden Park  
Rochester, NY 14625

"THE INVESTORS":

**SPRING CAPITAL PARTNERS III, L.P.**

By: Spring Capital Investors III, LLC  
its General Partner

By:   
Name: John C. Acker  
Title: Member

Address: The Foxleigh Building  
Suite 340  
2330 W. Joppa Road  
Lutherville, MD 21093

**BOATHOUSE CAPITAL II LP**

By: Boathouse Capital II GP LLC  
its General Partner

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

Address: 353 W. Lancaster Ave., Suite 200  
Wayne, PA 19087



"THE INVESTORS":

SPRING CAPITAL PARTNERS III, L.P.

By: Spring Capital Investors III, LLC  
its General Partner

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

Name: John C. Acker

Title: Member

Address: The Foxleigh Building  
Suite 340  
2330 W. Joppa Road  
Lutherville, MD 21093

BOATHOUSE CAPITAL II LP

By: Boathouse Capital II GP LLC  
its General Partner

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

Name: *Kenneth E. Jones*

Title: *General Partner*

Address: 353 W. Lancaster Ave., Suite 200  
Wayne, PA 19087

EXHIBIT A  
COPYRIGHTS


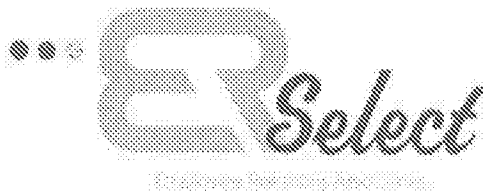
Description	Registration Number	Registration Date
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EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
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**EXHIBIT C**  
**TRADEMARKS**

<u>Owner</u>	<u>Description of Trademark</u>
Employee Relations Associates, Inc.	<p>Service Mark Registration No. 3,033,602 Registered: December 27, 2005 Renewed December 27, 2015 Mark: ER (and design)</p> 
Employee Relations Associates, Inc.	<p>Service Mark Registration No. 3,047,725 Registered: January 24, 2006 Renewed January 24, 2016 Mark: EMPLOYEE RELATIONS ASSOCIATES</p>
Employee Relations Associates, Inc.	<p>Service Mark Application No. 86/860,235 Filed: December 29, 2015 Allowed: January 24, 2017 Statement of Use/Extension due: July 24, 2017 Mark: ER SELECT EMPLOYEE RELATIONS ASSOCIATES (and design)</p> 
TalentBridge Holdings, LLC (post-closing)	<p>North Carolina Service Mark Registration for "Talent Bridge" -- T19455- Registered May 30, 2008, renewed Feb. 2013</p>
TalentBridge Holdings, LLC (post-closing)	<p>South Carolina Service Mark Registration for "Talent Bridge" -- Registered June 18, 2008, renewed February 22, 2013</p>