

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KEYBANK NATIONAL ASSOCIATION		06/30/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	TALENTWISE, INC.		
Street Address:	19910 NORTH CREEK PARKWAY		
Internal Address:	SUITE 200		
City:	BOTHELL		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4093076	TALENTWISE	
Serial Number:	86736145	TALENTWISE FASTLANE	
Registration Number:	4313420	TALENTSHIELD	
CORRESPONDENCE DATA			
Fax Number:	2128225096		
<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>			
Email:	nbrowand@milbank.com		
Correspondent Name:	MILBANK, TWEED, HADLEY & MCCLOY LLP		
Address Line 1:	28 LIBERTY STREET		
Address Line 2:	ATTN: NATHANIEL T. BROWAND		
Address Line 4:	NEW YORK, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	30045.77100		
NAME OF SUBMITTER:	Nathaniel T. Browand		
SIGNATURE:	/Nathaniel T. Browand/		
DATE SIGNED:	06/30/2017		
Total Attachments: 4			
source= Sterling - Termination and Release of Trademark Security Interest - Talentwise#page1.tif			

CH \$90.00 4093076

source=Sterling - Termination and Release of Trademark Security Interest - Talentwise#page2.tif

source=Sterling - Termination and Release of Trademark Security Interest - Talentwise#page3.tif

source=Sterling - Termination and Release of Trademark Security Interest - Talentwise#page4.tif

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”) is made as of June 30, 2017, by **KeyBank National Association**, in its capacity as administrative agent (in such capacity, the “Administrative Agent”), in favor of **TalentWise, Inc.** (the “Grantor”) pursuant to that certain Second Lien Credit Agreement, dated June 19, 2015 (as amended by the First Amendment to Second Lien Credit Agreement, dated as of January 27, 2016, the “Second Lien Credit Agreement”), by and among Sterling Intermediate Corp., a Delaware corporation, as parent (the “Parent”), Sterling Midco Holdings, Inc., a Delaware corporation, as borrower (the “Borrower”), the other Guarantors party thereto from time to time, the lenders party thereto from time to time, certain other parties thereto and KeyBank National Association (“KeyBank”), as Administrative Agent and as Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are a party to that certain Second Lien Security Agreement, dated as of June 19, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Security Agreement”) in favor of the Administrative Agent, pursuant to which the Grantor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of January 27, 2016, by and among TalentWise, Inc. and KeyBank (the “Second Lien Trademark Security Agreement”);

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under all of the following Collateral of the Grantor: (a) Trademarks of the Grantor listed on Schedule A attached hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all rights corresponding thereto throughout the world; (c) all claims and rights to recover for past, present and future infringement or dilution of or injury with respect to any of the foregoing; and (d) any and all Proceeds (as defined in the Second Lien Credit Agreement) of or arising from any of the foregoing (collectively, the “Collateral”);

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5717, Frame 0619 on January 27, 2016;

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantor in the Collateral, and to reconvey any and all rights in the Collateral to the Grantor.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to the Grantor, all of its lien on and security interest in and to all of the Grantor’s right, title, and interest in, to and under the Collateral, and re-assigns to the Grantor any and all right, title or interest it may have in such Collateral.

The Administrative Agent hereby authorizes the Grantor, or the Grantor’s authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any

other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Collateral. The Administrative Agent agrees to execute and deliver to the Grantor all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which had been granted under the Trademark Security Agreements.

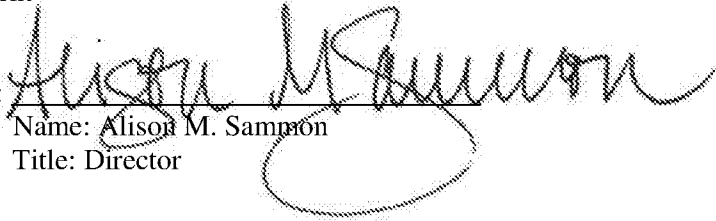
THIS RELEASE OF SECURITY INTEREST IN COLLATERAL AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

KEYBANK NATIONAL ASSOCIATION,
as the Administrative Agent and Collateral
Agent

By:


Name: Alison M. Sammon
Title: Director

SCHEDULE A

TRADEMARKS AND TRADEMARK 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.