OP \$140.00 25672:

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM437271

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aurico Reports, LLC		07/31/2017	Limited Liability Company: ILLINOIS

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2567235	AURICO
Registration Number:	3491512	AURICO
Registration Number:	4101651	AURICO
Registration Number:	4530627	AURICO AUDIT
Registration Number:	4108007	WEBACE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	07/31/2017

Total Attachments: 6



Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 31, 2017 (this "Notice"), made by Aurico Reports, LLC, an Illinois limited liability company (the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of July 31, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among CareerBuilder, LLC (the "Borrower"), each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "Trademark Collateral") all Trademarks, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CONTROVERSY, **DISPUTE** CAUSES OF **ACTION** CLAIMS, OR (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

AURICO REPORTS, LLC

By:

Vame: Kevin Knapp

Title: Chief Financial Officer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

By:

Name: John Toronto

Title: Authorized Signatory

By:

Name: Lingai Hoang

Title: Authorized Signatory

Schedule I to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Aurico Reports, LLC

U.S. Trademark Registrations

Trademark	Owner	Application Number	Application Date	Registration Number	Registration Date	Status	Class(es)
AURICO	AURICO REPORTS, LLC	76257763	16-May-01	2567235	7-May-2002	Registered	42 INT.
AURICO	AURICO REPORTS, LLC	77254110	13-Aug-2007	3491512	26-Aug-2008	Registered	45 INT.
AURICO (& design)	AURICO REPORTS, LLC	85335290	1-Jun-2011	4101651	21-Feb-2012	Registered	45 INT.
AURICO AUDIT	AURICO REPORTS, LLC	85840683	5-Feb-2013	4530627	13-May-2014 Registered		45 INT.
WEBACE	AURICO REPORTS, LLC	85335334	1-Jun-2011	4108007	6-Mar-2012	Registered	45 INT.

TRADEMARK REEL: 006118 FRAME: 0484

RECORDED: 07/31/2017