

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451842

<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>
TALENT WORLDWIDE INC.	FORMERLY Talent, Inc.	11/21/2017	Corporation: DELAWARE
CAREER SERVICES GROUP, INC.		11/21/2017	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 Almaden Boulevard, Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4628567	TOPRESUME	
<b>Registration Number:</b>	4026148	JOBFOX BOOST	
<b>Registration Number:</b>	3265226	DOOSTANG	
<b>Registration Number:</b>	3293459	JOBFOX	
<b>Registration Number:</b>	2899604	INTERVIEWSMART	
<b>Registration Number:</b>	2251467	CAREERPERFECT	
<b>Registration Number:</b>	2197776	CAREERPERFECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	patty@pattycheng.com		
<b>Correspondent Name:</b>	Patty Cheng		
<b>Address Line 1:</b>	2625 MIDDLEFIELD ROAD, SUITE 215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		

OP \$190.00 4628567

<b>DATE SIGNED:</b>	11/21/2017
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 21, 2017 (the "Agreement") is entered into by and between TALENT WORLDWIDE INC., a Delaware corporation formerly known as Talent, Inc. ("Talent"), CAREER SERVICES GROUP, INC., a Washington corporation ("CSG"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Talent and CSG are each also referred to herein as a "Grantor", and collectively, as the "Grantors").

Reference is made to the Loan and Security Agreement, dated as of November 21, 2017 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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;

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**LENDER:**

**TALENT WORLDWIDE INC.**

**WESTERN ALLIANCE BANK**

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

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

Name: Jeffrey Berger

Name: \_\_\_\_\_

Title: CEO

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

**CAREER SERVICES GROUP, INC.**

Address for Notices:

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

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax: (408) 282-1681

Name: Jeffrey Berger

Title: CEO

Address for Notices for all Grantors:

113 University Place, 5<sup>th</sup> Floor  
New York, NY 10003  
Attn: Jeff Berger - CEO

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**LENDER:**

**TALENT WORLDWIDE INC.**

**WESTERN ALLIANCE BANK**

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

By: *[Signature]*

Name: \_\_\_\_\_

Name: *Peter Horan*

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

Title: *VP*

**CAREER SERVICES GROUP, INC.**

Address for Notices:

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

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

Name: \_\_\_\_\_

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

Address for Notices for all Grantors:

113 University Place, 5<sup>th</sup> Floor  
New York, NY 10003  
Attn: Jeff Berger - CEO

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>
CSG	Computer File	[Career perfect career design]	TX0005141767	1999-10-28
CSG	Computer File	CareerDesign:SKV:userlic.htm.	TX0005079296	1999-10-12
CSG	Computer File	CareerPerfect Interviewing Program.	TX0004674833	1997-11-14
CSG	Text	CareerPerfect InterviewSmart.	TX0004625663	1997-11-04
CSG	Computer File	CareerPerfect values inventory.	TX0004666313	1997-11-14
CSG	Computer File	CareerPerfect Web Site.	TX0004713098	1997-11-14
CSG	Text	CareerPerfect work performance-inventory.	TX0004821032	1997-11-14

## EXHIBIT B

## TRADEMARKS

Please Check if No Trademarks Exist 

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number</u>	<u>Registration Date</u>
Talent	TOPRESUME	86237501	4628567	October 28, 2014
Talent	JOBFOX BOOST	85247337	4026148	September 13, 2011
Talent	THE TOP PERFORMER'S JOB MARKET	78695057	3644972	June 23, 2009*
Talent	BETTER MONDAYS	78907054	3552081	December 23, 2008*
Talent	DOOSTANG	78974971	3265226	July 17, 2007
Talent	JOBFOX MUTUAL SUITABILITY SYSTEM	77526042	3700041	October 20, 2009*
Talent	MY JOBFOX CONNECTIONS	77526035	3696793	October 13, 2009*
Talent	RESUMEPAL	77365738	3636173	June 9, 2009*
Talent	JOBMATCHNETWORK	77058046	3596747	March 24, 2009*
Talent	JOBFOX	77146286	3505970	September 23, 2008*
Talent	JOBFOX	77103695	3293459	September 18, 2007
CSG	INTERVIEWSMART	78254253	2899604	November 2, 2004
CSG	CAREERPERFECT	75479822	2251467	June 8, 1999
CSG	CAREERPERFECT	75330761	2197776	October 20, 1998

\*Indicates dead, abandoned or cancelled trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>