

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468835

<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>
SKILL SURVEY, INC.		04/06/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK, as Administrative Agent		
<b>Street Address:</b>	3003 Tasman Drive		
<b>Internal Address:</b>	HF 150		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5367661	SKILLSURVEY SOURCE	
<b>Registration Number:</b>	5089800	SKILLSURVEY CREDENTIAL ONDEMAND	
<b>Registration Number:</b>	4833643	RAPIDREFERENCE	
<b>Registration Number:</b>	4704622	CREDENTIAL360	
<b>Registration Number:</b>	4351532	THE Q	
<b>Registration Number:</b>	3839850	SKILLSURVEY	
<b>Registration Number:</b>	3569144	PRE-HIRE 360	
<b>Serial Number:</b>	87260190	SKILLSURVEY REFERENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F176424 TM		

OP \$215.00 5367661

<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	04/06/2018
<b>Total Attachments: 6</b> source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page1.tif source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page2.tif source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page3.tif source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page4.tif source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page5.tif source=Closing Copy - Trademark Security Agreement (SkillSurvey)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of April 6, 2018, is entered into by and between **SKILL SURVEY, INC.**, a Delaware corporation (the “Grantor”), and **SILICON VALLEY BANK** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), between, among others, the Grantor, the Assignee, certain other parties, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee, for the ratable benefit of the Secured Parties, a Lien and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing that are registered and referred to on Schedule A hereof, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or

service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States federal Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The Lien and security interest granted hereby are granted concurrently and in conjunction with the Lien and security interest granted to the Assignee, for the ratable benefit of the Secured Parties, under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

(d) Upon the occurrence of the Discharge of Obligations, the Assignee shall execute, acknowledge and deliver to the Grantors, at the sole expense of the Grantors and in form and substance reasonably satisfactory to the Assignee, an instrument in writing releasing the security interest in the Trademarks acquired under this Agreement.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, amended, supplemented, terminated, or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the Lien, security interests, and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.

## 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Delivery of an executed signature page of this Agreement by facsimile or other electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

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.

*[Signature pages follow.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

SILICON VALLEY BANK,  
as Administrative Agent

By: 

Name: Peter M. Benham

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006308 FRAME: 0550**

GRANTOR:

**SKILL SURVEY, INC.**

By: Mark Norek  
Name: Mark Norek  
Title: CFO, Treasurer & Secretary

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006308 FRAME: 0551**

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Registration or Application/Serial Number</u>	<u>Registration or Application Date</u>	<u>Description of Trademarks, Tradenames, or Service Marks</u>	<u>Registered Owner</u>
Reg. No. 5,367,661	Jan. 2, 2018	SKILLSURVEY SOURCE	Skill Survey, Inc.
App. No. 87/260,190	Dec. 7, 2016	SKILLSURVEY REFERENCE	Skill Survey, Inc.
Reg. No. 5,089,800	Nov. 29, 2016	SKILLSURVEY CREDENTIAL ONDEMAND	Skill Survey, Inc.
Reg. No. 4,833,643	Oct. 13, 2015	RAPIDREFERENCE	Skill Survey, Inc.
Reg. No. 4,704,622	Mar. 17, 2015	CREDENTIAL360	Skill Survey, Inc.
Reg. No. 4,351,532	Jun. 11, 2013	THE Q	Skill Survey, Inc.
Reg. No. 3,839,850	Aug. 31, 2010	SKILLSURVEY	Skill Survey, Inc.
Reg. No. 3,569,144	Feb. 3, 2009	PRE-HIRE 360	Skill Survey, Inc.

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