

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470450

<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>
MOTION RECRUITMENT PARTNERS LLC		04/17/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC		
<b>Internal Address:</b>	500 FIRST AVENUE		
<b>City:</b>	PITTSBURGH		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4143388	MOTION RECRUITMENT PARTNERS	
<b>Registration Number:</b>	4147632	TALENT IN ACTION	
<b>Registration Number:</b>	4147633	WHERE PEOPLE MEET PERFORMANCE	
<b>Registration Number:</b>	4343040	JOBSPRING TALENT IN ACTION	
<b>Registration Number:</b>	4343041	SEVENSTEP SIMPLY EFFECTIVE RPO	
<b>Registration Number:</b>	4343039	SIMPLY EFFECTIVE RPO	
<b>Registration Number:</b>	4343042	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE	
<b>Registration Number:</b>	3532763	SEVEN STEP RECRUITING	
<b>Registration Number:</b>	4465659	JOBSPRING	
<b>Registration Number:</b>	4494064	TECH IN MOTION	
<b>Registration Number:</b>	4694260	SEVEN STEP RPO	
<b>Registration Number:</b>	3883524	JOBSPRING PARTNERS	
<b>Registration Number:</b>	3883518	WORKBRIDGE ASSOCIATES	
<b>Registration Number:</b>	5121307	TALENT AI	
<b>Registration Number:</b>	5218343	JOBSPRING	
<b>Registration Number:</b>	5218344	WORKBRIDGE	
<b>Registration Number:</b>	5218541	WORKBRIDGE	
<b>Registration Number:</b>	5340392	TALENT UNBOUNDED	
<b>TRADEMARK</b>			

OP \$840.00 4143388

Property Type	Number	Word Mark
Registration Number:	5362703	SEVEN STEP
Registration Number:	5362704	SEVENSTEP
Registration Number:	3535262	TECHIEGOLD
Registration Number:	3544890	CAREERHOLDINGS
Registration Number:	3599412	C. BRIDGES ASSOCIATES
Registration Number:	3887597	JOBSPRING
Registration Number:	3887589	WORKBRIDGE
Registration Number:	2385292	REMINGTON INTERNATIONAL
Registration Number:	2397362	S T R I D E & ASSOCIATES
Registration Number:	2455373	JOB PLACEMENT WITH A PULSE
Serial Number:	87420832	SEVENSTEP
Serial Number:	87234057	TALENT AI
Serial Number:	87234065	TALENT AI
Serial Number:	87570217	TECHNOLOGY IN MOTION
Serial Number:	87572791	TIMMY AWARDS

**CORRESPONDENCE DATA**

**Fax Number:** 2158325619

*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:** 215-569-5619

**Email:** pecsenye@blankrome.com

**Correspondent Name:** Timothy D. Pecsénye

**Address Line 1:** Blank Rome LLP

**Address Line 2:** One Logan Square, 8th Floor

**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	074658-18018
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	04/18/2018

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into as of April 17, 2018 by **MOTION RECRUITMENT PARTNERS LLC**, a Delaware limited liability company (“**Grantor**”), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent (“**Agent**”) for the benefit of the Lenders (as hereinafter defined).

### R E C I T A L S :

A. Pursuant to that certain ABL Credit Agreement dated as of April 17, 2018 by and among MRP ACQUISITION CO. INC., a Delaware corporation (“**Holdings**”), MRP HOLDCO, INC., a Delaware corporation (the “**Company**”), and Grantor (Grantor together with Holdings and the Company are collectively referred to herein as the “**Borrowers**”), the Lenders from time to time party thereto (the “**Lenders**”), and Agent (as from time to time amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”), Lenders have extended credit to Borrowers and Borrowers have incurred certain obligations to Lenders and Agent.

B. Grantor has executed and delivered to Agent, for the benefit of the Lenders, a Security Agreement (as from time to time amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Security Agreement**”), dated as of the date hereof, by and among Borrowers and Agent, pursuant to which Grantor has granted a security interest in certain property, including, without limitation, certain of its Intellectual Property, to the Agent, for the benefit of the Lenders, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof or to the extent a Lien on such assets could give any other party a legally enforceable right to terminate Grantor’s right to use such asset, and any such restriction, prohibition or requirement of consent is not rendered ineffective by §§ 406-409 of the Code) (collectively, the “**Trademark Collateral**”):

(a) all of its trademarks, service marks, trade names, trade dress, other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State

of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each mark, registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (the property in this clause (a) being, collectively, the “**Trademarks**”);

(b) all renewals of each of the Trademarks;

(c) all rights of Grantor in all present and future agreements containing any right or license with respect to the Grantor’s Trademarks when the Grantor is a licensor under any such agreement, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, the Grantor (“**Intent to Use Applications**”) and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

**3. SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders, or any of them.

**4. SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and for the ratable benefit of Lenders, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**5. AUTHORIZATION TO SUPPLEMENT.** If the Grantor obtains rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. No less than annually, Grantor shall give notice in writing to Agent with respect to any such new Trademark or new Trademark License. Without limiting Grantor’s obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Trademark or Trademark License. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way

affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **APPLICABLE LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE VALIDITY, INTERPRETATION, CONSTRUCTION, AND PERFORMANCE HEREOF SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND ANY CLAIM BY ANY PARTY HERETO AGAINST ANY OTHER PARTY HERETO (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE DETERMINED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK FOR CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS REQUIRING APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

7. **DISPUTE RESOLUTION.** THE TERMS AND PROVISIONS OF SECTION 10.14 (GOVERNING LAW; JURISDICTION; ETC.) AND SECTION 10.15 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT *MUTATIS MUTANDIS* AS IF FULLY SET FORTH HEREIN.

8. **COUNTERPARTS.** Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

*[signature page follows]*

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MOTION RECRUITMENT PARTNERS LLC**

By:   
Name: Bethann Gilfeather  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By: 

Name: George W.D. Barrow

Title: Senior Vice President



Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 006317 FRAME: 0058**







**SCHEDULE 1**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Owner</b>	<b>App. No./Reg. No.</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Status</b>
<u>MOTION RECRUITMENT PARTNERS</u>	Grantor	RN: 4143388 SN: 85099304	August 3, 2010	May 15, 2012	Registered May 15, 2012
<u>TALENT IN ACTION</u>	Grantor	RN: 4147632 SN: 85258553	March 4, 2011	May 22, 2012	Registered May 22, 2012
<u>WHERE PEOPLE MEET PERFORMANCE</u>	Grantor	RN: 4147633 SN: 85258561	March 4, 2011	May 22, 2012	Registered May 22, 2012
<u>JOBSRING TALENT IN ACTION (Stylized)</u> 	Grantor	RN: 4343040 SN: 85259396	March 7, 2011	May 28, 2013	Registered May 28, 2013
<u>SEVENSTEP SIMPLY EFFECTIVE RPO (Stylized)</u> 	Grantor	RN: 4343041 SN: 85259399	March 7, 2011	May 28, 2013	Registered May 28, 2013
<u>SIMPLY EFFECTIVE RPO</u>	Grantor	RN: 4343039 SN: 85258663	March 4, 2011	May 28, 2013	Registered May 28, 2013
<u>WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE (Stylized)</u>	Grantor	RN: 4343042 SN: 85259401	March 7, 2011	May 28, 2013	Registered May 28, 2013

<u>SEVEN STEP RECRUITING</u>	Grantor	RN: 3532763 SN: 77280959	September 17, 2007	November 11, 2008	Registered Supplemental Register 8 Accepted December 3, 2013
<u>JOBSRING</u>	Grantor	RN: 4465659 SN: 85947561	May 31, 2013	January 14, 2014	Registered January 14, 2014
<u>TECH IN MOTION</u>	Grantor	RN: 4494064 SN: 85945285	May 29, 2013	March 11, 2014	Registered March 11, 2014
<u>SEVEN STEP RPO</u>	Grantor	RN: 4694260 SN: 86119798	November 15, 2013	March 3, 2015	Registered Principal Register - Sec. 2(F) March 3, 2015
<u>JOBSRING PARTNERS</u>	Grantor	RN: 3883524 SN: 77672629	February 18, 2009	November 30, 2010	Registered 8 & 15 January 8, 2017
<u>WORKBRIDGE ASSOCIATES</u>	Grantor	RN: 3883518 SN: 77668943	February 12, 2009	November 30, 2010	Registered 8 & 15 January 8, 2017
<u>TALENT AI</u>	Grantor	RN: 5121307 SN: 86458524	November 19, 2014	January 10, 2017	Registered Supplemental Register January 10, 2017
<u>JOBSRING (Stylized)</u>	Grantor	RN: 5218343 SN: 87223997	November 2, 2016	June 6, 2017	Registered June 6, 2017

<u>WORKBRIDGE</u> (Stylized)	Grantor	RN: 5218344 SN: 87224007	November 2, 2016	June 6, 2017	Registered June 6, 2017
<u>WORKBRIDGE</u>	Grantor	RN: 5218541 SN: 87234032	November 11, 2016	June 6, 2017	Registered June 6, 2017
<u>TALENT UNBOUNDED</u>	Grantor	RN: 5340392 SN: 87433784	May 2, 2017	November 21, 2017	Registered November 21, 2017
<u>SEVEN STEP</u>	Grantor	RN: 5362703 SN: 87234041	November 11, 2016	December 26, 2017	Registered Principal Register - Sec. 2(F) December 26, 2017
<u>SEVENSTEP</u> (Stylized)	Grantor	RN: 5362704 SN: 87234047	November 11, 2016	December 26, 2017	Registered Principal Register - Sec. 2(F) December 26, 2017
<u>TECHIEGOLD</u>	Grantor	RN: 3535262 SN: 77395986	February 13, 2008	November 18, 2008	Cancelled - Sec. 8 June 19, 2015
<u>CAREERHOLDINGS</u>	Grantor	RN: 3544890 SN: 77395976	February 13, 2008	December 9, 2008	Cancelled - Sec. 8 July 10, 2015
<u>C. BRIDGES ASSOCIATES</u>	Grantor	RN: 3599412 SN: 77280962	September 17, 2007	March 31, 2009	Cancelled - Sec. 8 November 6, 2015

<u>JOBSRING</u> (Stylized) 	Grantor	RN: 3887597 SN: 77821628	September 8, 2009	December 7, 2010	Cancelled - Sec. 8 July 14, 2017
<u>WORKBRIDGE</u> (Stylized) 	Grantor	RN: 3887589 SN: 77820709	September 4, 2009	December 7, 2010	Cancelled - Sec. 8 July 14, 2017
<u>REMINGTON</u> <u>INTERNATIONAL</u> and Design 	Grantor	RN: 2385292 SN: 75731888	June 18, 1999	September 12, 2000	Cancelled - Sec. 8 April 15, 2011
<u>S. STRIDE &amp;</u> <u>ASSOCIATES</u> and Design 	Grantor	RN: 2397362 SN: 75718426	June 1, 1999	October 24, 2000	Cancelled - Sec. 8 May 27, 2011
<u>JOB PLACEMENT</u> <u>WITH A PULSE</u>	Grantor	RN: 2455373 SN: 76066162	June 8, 2000	May 29, 2001	Cancelled - Sec. 8 December 30, 2011

### TRADEMARK APPLICATIONS

Mark	Applicant	Application Number	Application Date	Status
<u>SEVENSTEP</u>	Grantor	SN: 87420832	April 21, 2017	Published Principal Register - Sec. 2(F) March 6, 2018
<u>TALENT AI</u>	Grantor	SN: 87234057	November 11, 2016	Pending - Final Refusal Mailed

				September 21, 2017
<u>TALENT AI</u>	Grantor	SN: 87234065	November 11, 2016	Pending - Final Refusal Mailed September 21, 2017
<u>TECHNOLOGY IN MOTION</u>	Grantor	SN: 87570217	August 15, 2017	Pending - Non-Final Action Mailed November 16, 2017
<u>TIMMY AWARDS</u>	Grantor	SN: 87572791	August 17, 2017	Pending - Non-Final Action Mailed November 16, 2017

**SCHEDULE 2**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK LICENSES**

None.