

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM470449

|                                   |                                 |  |                                     |
|-----------------------------------|---------------------------------|--|-------------------------------------|
| <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>                      | PROSPECT CAPITAL CORPORATION    |  |                                     |
| <b>Street Address:</b>            | 10 EAST 40TH STREET, 42ND FLOOR |  |                                     |
| <b>City:</b>                      | NEW YORK                        |  |                                     |
| <b>State/Country:</b>             | NEW YORK                        |  |                                     |
| <b>Postal Code:</b>               | 10016                           |  |                                     |
| <b>Entity Type:</b>               | Corporation: NEW YORK           |  |                                     |
| <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>Registration Number:</b>       | 5362703                         | SEVEN STEP                               |                                     |
| <b>TRADEMARK</b>                  |                                 |  |                                     |

OP \$840.00 4143388

| Property Type        | Number   | Word Mark                  |
|----------------------|----------|----------------------------|
| 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> | 132810-01067          |
| <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 **PROSPECT CAPITAL CORPORATION**, 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 Senior Secured Term Loan Agreement dated as of April 17, 2018 by and among MRP ACQUISITION CO. INC., a Delaware corporation (the “**Initial Borrower**” and “**Holdings**”), MRP HOLDCO, INC., a Delaware corporation (“**Successor Borrower**,” and together with the Initial Borrower, each a “**Borrower**” and collectively, the “**Borrowers**”), MOTION RECRUITMENT PARTNERS LLC, a Delaware limited liability company (“**Motion**”), any other existing or thereafter created or acquired Subsidiaries of the Borrower or any other Loan Party which become Guarantors under the Loan Agreement (collectively with Holdings and Motion, the “**Guarantors**,” and collectively with the Borrower, the “**Loan Parties**”), 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 “**Loan Agreement**”), Lenders have advanced certain loans to, Borrower and Borrower has 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 April 17, 2018, by and among Initial Borrower, Successor Borrower, Motion 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 Loan 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.

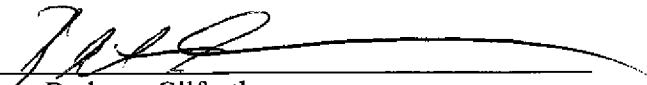
**7. DISPUTE RESOLUTION.** THE TERMS AND PROVISIONS OF ARTICLE 11 ("DISPUTE RESOLUTION; JURISDICTION; JURY TRIAL WAIVER") OF THE LOAN AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE, AND SHALL APPLY TO THIS TRADEMARK SECURITY AGREEMENT MUTATIS MUTANDIS AS IF FULLY SET FORTH HEREIN.

**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:

**PROSPECT CAPITAL CORPORATION,**  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

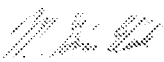
IN WITNESS WHEREOF. Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MOTION RECRUITMENT PARTNERS LLC**

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND ACKNOWLEDGED BY:

**PROSPECT CAPITAL CORPORATION,**  
as Agent

By:  \_\_\_\_\_  
Name: M. Grier Eliasek  
Title: President and Chief Operating Officer

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

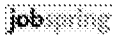

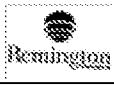

**U.S. TRADEMARK REGISTRATIONS**

| <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:<br>4143388<br>SN:<br>85099304 | August 3,<br>2010       | May 15,<br>2012          | Registered<br>May 15,<br>2012 |
| <u>TALENT IN ACTION</u>                                    | Grantor      | RN:<br>4147632<br>SN:<br>85258553 | March 4,<br>2011        | May 22,<br>2012          | Registered<br>May 22,<br>2012 |
| <u>WHERE PEOPLE MEET PERFORMANCE</u>                       | Grantor      | RN:<br>4147633<br>SN:<br>85258561 | March 4,<br>2011        | May 22,<br>2012          | Registered<br>May 22,<br>2012 |
| <u>JOBSRING TALENT IN ACTION (Stylized)</u>                | Grantor      | RN:<br>4343040<br>SN:<br>85259396 | March 7,<br>2011        | May 28,<br>2013          | Registered<br>May 28,<br>2013 |
| <u>SEVENSTEP SIMPLY EFFECTIVE RPO (Stylized)</u>           | Grantor      | RN:<br>4343041<br>SN:<br>85259399 | March 7,<br>2011        | May 28,<br>2013          | Registered<br>May 28,<br>2013 |
| <u>SIMPLY EFFECTIVE RPO</u>                                | Grantor      | RN:<br>4343039<br>SN:<br>85258663 | March 4,<br>2011        | May 28,<br>2013          | Registered<br>May 28,<br>2013 |
| <u>WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE (Stylized)</u> | Grantor      | RN:<br>4343042<br>SN:<br>85259401 | March 7,<br>2011        | May 28,<br>2013          | Registered<br>May 28,<br>2013 |



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

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

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

### TRADEMARK APPLICATIONS

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

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

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

**TRADEMARK LICENSES**

| <b>Name of Agreement</b> | <b>Parties</b> | <b>Date of Agreement</b> |
|--------------------------|----------------|--------------------------|
|                          |                |                          |