

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476363

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|-----------------------------------|-------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PEOPLEFLUENT, INC. | | 06/01/2018 | Corporation: DELAWARE |
| PEOPLEFLUENT HOLDINGS CORP. | | 06/01/2018 | Corporation: DELAWARE |
| NETDIMENSIONS LIMITED | | 06/01/2018 | Company: HONG KONG |
| RECEIVING PARTY DATA | | | |
| Name: | Silicon Valley Bank | | |
| Street Address: | 3003 TASMAN DRIVE | | |
| Internal Address: | HF 150 | | |
| City: | SANTA CLARA | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95054 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 23 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4175298 | INSIGHT AS A SERVICE | |
| Registration Number: | 4265324 | ACQUIRE COMPENSATION | |
| Registration Number: | 4080477 | ACQUIRE INSIGHT | |
| Registration Number: | 3591930 | UNIFI | |
| Registration Number: | 3606551 | ORGPLAN | |
| Registration Number: | 3606550 | ORGHISTORY | |
| Registration Number: | 4142829 | ACQUIRE | |
| Registration Number: | 4142828 | ACQUIRE | |
| Registration Number: | 2766406 | TIMEVISION | |
| Registration Number: | 2498378 | ORGPUBLISHER | |
| Registration Number: | 1963189 | ORG CHART BUILD | |
| Registration Number: | 4827500 | TALENTUNITY | |
| Registration Number: | 4147557 | PEOPLEFLUENT | |
| Registration Number: | 5199145 | CAAMS | |
| Registration Number: | 5173922 | COLOSSUS | |
| Registration Number: | 3629926 | MONITOR | |
| TRADEMARK | | | |

OP \$590.00 4175298

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 1368789 | AAPLANNER |
| Registration Number: | 4722846 | MIRROR |
| Registration Number: | 4995741 | |
| Registration Number: | 3629974 | PAYSTAT |
| Registration Number: | 3193774 | SOCIALTEXT |
| Registration Number: | 4941816 | NETDIMENSIONS |
| Registration Number: | 4479680 | NETDIMENSIONS TALENT SUITE |

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|------------------|
| ATTORNEY DOCKET NUMBER: | F177319 TM |
| NAME OF SUBMITTER: | Laura Kenerson |
| SIGNATURE: | /Laura Kenerson/ |
| DATE SIGNED: | 06/01/2018 |

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of June 1, 2018, by and between (i) **SILICON VALLEY BANK**, a California corporation, in its capacity as agent (“**Agent**”) for the financial institutions or other entities from time to time parties as lenders (each a “**Lender**” and collectively the “**Lenders**”) to the Facility Agreement (as defined below), and (ii) **PEOPLEFLUENT, INC.**, a Delaware corporation with its principal place of business located at 300 Fifth Avenue, Waltham, Massachusetts 02451 (“**OpCo**”), **PEOPLEFLUENT HOLDINGS CORP.**, a Delaware corporation with its principal place of business located at 10 New King Street, Suite 105, White Plains, New York 10604 (“**Holdings**”; OpCo and Holdings are referred to herein, each and together, jointly and severally, as “**US Grantor**”), and **NETDIMENSIONS LIMITED**, a company formed under the laws of Hong Kong with its principal place of business located at 17/F, Siu On Centre, 188 Lockhart Road, Wanchai, Hong Kong (“**HK Grantor**”; US Grantor and HK Grantor are referred to herein, each and together, jointly and severally, as “**Grantor**”).

RECITALS

A. Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the “**Loans**”) to **LEARNING TECHNOLOGIES GROUP PLC.**, a company formed under the laws of England and Wales (the “**Borrower**”) in the amounts and manner set forth in that certain Multicurrency Senior Term and Revolving Facilities Agreement dated as of the date hereof by and among Agent, the Lenders party thereto (Agent and the Lenders are referred to herein collectively as “**Creditors**”) Borrower, Grantor and the other guarantors from time to time party thereto (as the same may be amended, modified or supplemented from time to time, the “**Facility Agreement**”; capitalized terms used herein are used as defined in the Facility Agreement). Grantor and such other guarantors have (i) guaranteed the repayment of the Loans and the performance of all other obligations under the Facility Agreement and (ii) granted to Agent, for the ratable benefit of the Lenders, a security interest in substantially all of their assets pursuant to (x) that certain Joinder Agreement executed and delivered by US Grantor and such other grantors dated as of the date hereof in respect of that certain Security and Pledge Agreement among Agent and certain guarantors dated as of April 24, 2018 (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”) and (y) that certain Debenture among HK Grantor and Agent dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Debenture**”) to secure such obligations. Creditors are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Creditors under the Facility Agreement.

B. Pursuant to the terms of the Security Agreement and Debenture, as applicable, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and

complete payment when due of its obligations to Creditors under the Facility Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Creditors under the Facility Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facility Agreement, which is hereby incorporated by reference. The provisions of the Facility Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Facility Agreement, Security Agreement, Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. 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.


7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PEOPLEFLUENT, INC.

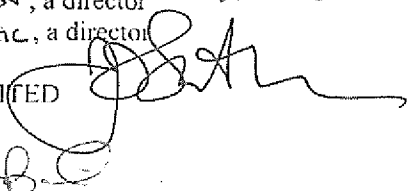
By: 
Name: NEIL ELTON
Title: CFO

PEOPLEFLUENT HOLDINGS CORP.

By: 
Name: NEIL ELTON
Title: CFO

NETDIMENSIONS LIMITED

Executed and Delivered as a Deed
and signed by NEIL ELTON, a director
and JOWANN SATCHAL, a director
on behalf of
NETDIMENSIONS LIMITED
in the presence of:

Signature of witness: 
Name: EMMA BROWN

Address: 135 BEVERLY ROAD, HAI GAI

Occupation: OPERATIONS MANAGER

AGENT:

SILICON VALLEY BANK

BY: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006340 FRAME: 0904

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

PEOPLEFLUENT, INC.

By: _____
Name: _____
Title: _____

PEOPLEFLUENT HOLDINGS CORP.

By: _____
Name: _____
Title: _____

NETDIMENSIONS LIMITED

Executed and Delivered as a Deed
and signed by _____, a director
and _____, a director
on behalf of
NETDIMENSIONS LIMITED
in the presence of:

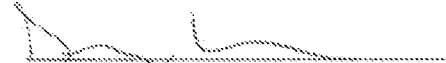
Signature of witness: _____
Name: _____

Address: _____

Occupation: _____

AGENT:

SILICON VALLEY BANK

BY: 
Name: DARLENE DAVIDSON
Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

| TITLE | REGISTRATION NO. |
|---|------------------|
| AIM/SAFE 2000 | TXu 383-921 |
| AIM/SAFE 2000, the disaster recovery plan | TXu 468-082 |
| Aim/Safe 2000: the disaster recovery plan | TXu 384-127 |
| ASGPMS ASG: personnel system link program | TX 2-528-595 |
| Business resumption planning for senior executives | TX 2-834-953 |
| Communications network contingency planning | TX 2-621-556 |
| Concrete reinforcing steel package | TX 1-219-538 |
| Disaster recovery planning for computer centers | TX 2-573-739 |
| Forage | TX 3-789-456 |
| Forage resume edition v3.0 | TX 4-264-679 |
| Forage resume edition v4.0 | TX 4-463-651 |
| Implementing and managing an effective information security program | TX 2-621-555 |
| Multiple asset system | TXu 518-546 |
| NHCRO3 | TX 1-385-858 |
| U&X packages | TX 1-117-824 |
| Unisys disaster recovery planning for computer centers | TX 2-573-655 |

EXHIBIT B

PATENTS

| TITLE | APP. NO. | FILING DATE | REG. NO. | REG. DATE |
|---|------------|-------------|-----------|------------|
| Human resource knowledge modeling and delivery system | 10/307,859 | 12/2/2002 | 6,640,216 | 10/28/2003 |
| Knowledge system with distinct presentation and model structure | 09/375,626 | 8/17/1999 | 6,633,859 | 10/14/2003 |
| Methods, systems, and computer program products for selecting a job post site to which a job opening description may be posted by ranking job post sites based on one or more selection criterion | 09/677,993 | 10/3/2000 | 7,464,036 | 12/9/2008 |
| Methods, systems, and computer program products for compiling information into information categories using an expert system | 09/699,781 | 10/30/2000 | 6,691,122 | 2/10/2004 |
| Talent management | 14/722,462 | 5/27/2015 | n/a | n/a |
| Employee management | 14/259,471 | 4/23/2014 | 9,922,308 | 3/20/2018 |
| Employee management | 15/904,686 | 2/26/2018 | n/a | n/a |
| Employee management | 2,664,905 | 9/27/2007 | n/a | n/a |
| Project planning and implementing | 14/319,108 | 6/30/2014 | n/a | n/a |
| Systems and methods of analyzing changes and data between hierarchies | 12/893,890 | 9/29/2010 | 8,447,755 | 5/21/2013 |
| Systems and methods of analyzing changes and data between hierarchies | 13/783,386 | 3/3/2013 | 9,002,845 | 4/7/2015 |

EXHIBIT C
TRADEMARKS

| MARK | APP NO | FILING DATE | REG NO | REG DATE |
|---------------------------|------------|-------------|-----------|------------|
| ORGHISTORY | 1365933 | 10/2/2007 | TMA781574 | 11/4/2010 |
| ORGPLAN | 1365935 | 10/2/2007 | TMA781575 | 11/4/2010 |
| INSIGHT AS A SERVICE | 85477533 | 11/21/2011 | 4175298 | 7/17/2012 |
| AQUIRE COMPENSATION | 85389918 | 8/4/2011 | 4265324 | 12/25/2012 |
| AQUIRE INSIGHT | 77804192 | 8/13/2009 | 4080477 | 1/3/2012 |
| UNIFI | 77156105 | 4/13/2007 | 3591930 | 3/17/2009 |
| ORGPLAN | 77146269 | 4/2/2007 | 3606551 | 4/14/2009 |
| ORGHISTORY | 77146086 | 4/2/2007 | 3606550 | 4/14/2009 |
| AQUIRE (and design) | 76638415 | 5/12/2005 | 4142829 | 5/15/2012 |
| AQUIRE | 76638412 | 5/12/2005 | 4142828 | 5/15/2012 |
| TIMEVISION | 76413446 | 5/29/2002 | 2766406 | 9/23/2003 |
| ORGPUBLISHER | 76166812 | 11/16/2000 | 2498378 | 10/16/2001 |
| ORG CHART BUILD | 74650494 | 3/23/1995 | 1963189 | 3/19/1996 |
| ORGPLAN | 006338231 | 9/27/2007 | 006338231 | 6/16/2009 |
| ORGHISTORY | 60869/2007 | 10/2/2007 | 566954 | 10/2/2007 |
| AUTHORIA | 002070498 | 2/5/2001 | 002070498 | 5/24/2002 |
| AUTHORIA (and design) | 003242518 | 6/25/2003 | 003242518 | 2/9/2005 |
| Head and shoulders design | 013604517 | 12/23/2014 | 013604517 | 5/4/2015 |
| COLOSSUS | 013659198 | 1/20/2015 | 013659198 | 5/19/2015 |
| MIRROR | 013660221 | 1/20/2015 | 013660221 | 5/15/2015 |
| MIRROR | 013660253 | 1/21/2015 | 013660253 | 5/15/2015 |
| AUTHORIA | 2263960 | 3/9/2001 | 2263960 | 3/15/2002 |
| PEOPLECLICK | 1180713 | 6/18/2003 | TMA622366 | 10/12/2004 |
| PEOPLEFLUENT | 1540050 | 8/17/2011 | TMA874633 | 4/1/2014 |
| TALENTUNITY | 1656208 | 12/13/2013 | TMA969006 | 4/25/2017 |
| TALENTUNITY | 85958476 | 6/13/2013 | 4827500 | 10/6/2015 |
| PEOPLEFLUENT | 85244870 | 2/17/2011 | 4147557 | 5/22/2012 |
| PEOPLEFLUENT | 009754177 | 2/22/2011 | 009754177 | 7/28/2011 |
| TALENTUNITY | 012101481 | 8/29/2013 | 012101481 | 3/10/2016 |
| PEOPLEFLUENT | 2572800 | 2/21/2011 | 2572800 | 7/29/2011 |
| AUTHORIA (and design) | 1182528 | 6/25/2003 | TMA659754 | 2/28/2006 |
| AUTHORIA | 1092579 | 2/13/2001 | TMA647939 | 9/13/2005 |
| AUTHORIA | 1182432 | 6/25/2003 | TMA647780 | 9/12/2005 |
| COLOSSUS | 1713054 | 1/29/2015 | n/a | n/a |
| Head and shoulders design | 1708413 | 12/22/2014 | TMA983991 | 10/31/2017 |
| MIRROR | 1713050 | 1/29/2015 | n/a | n/a |
| CAAMS | 87184234 | 9/27/2016 | 5199145 | 5/9/2017 |
| COLOSSUS | 86365602 | 8/13/2014 | 5173922 | 4/4/2017 |
| MONITOR | 77473381 | 5/13/2008 | 3629926 | 6/2/2009 |
| AAPLANNER | 73536649 | 5/9/1985 | 1368789 | 11/5/1985 |
| MIRROR | 86365581 | 8/13/2014 | 4722846 | 4/21/2015 |
| Head and shoulders design | 86318259 | 6/24/2014 | 4995741 | 7/12/2016 |



| MARK | APP NO. | FILING DATE | REG NO. | REG. DATE |
|---|----------|-------------|---------|-----------|
| PAYSTAT | 77487322 | 5/30/2008 | 3629974 | 6/2/2009 |
| SOCIALTEXT | 78829154 | 3/3/2006 | 3193774 | 1/2/2007 |
| SOCIALTEXT | 899762 | 8/31/2006 | 899762 | 8/31/2006 |
|  NetDimensions | 86143246 | | 4941816 | |
|  NetDimensions Talent Suite | 85652100 | | 4479680 | |

EXHIBIT D

Mask Works

None.