

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470752

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|---|--|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | GRANT OF A SECURITY INTEREST -- TRADEMARKS | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TMP Worldwide Advertising & Communications, LLC | | 04/20/2018 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Cerberus Business Finance Agency, LLC | | |
| Street Address: | 875 Third Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4139504 | THE DIGITAL BRAND AUTHORITY | |
| Registration Number: | 4035251 | PEOPLE IN BUSINESS | |
| Registration Number: | 4191173 | TALENTBREW | |
| Serial Number: | 87435719 | | |
| Registration Number: | 3647484 | WORK WITH ME | |
| Registration Number: | 5227101 | WORK WITH ME | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| <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> | | | |
| Phone: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 19th Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 014951-1792 | | |
| NAME OF SUBMITTER: | Scott Kareff (014951-1792) | | |
| SIGNATURE: | /kc for sk/ | | |

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|---------------------|------------|
| DATE SIGNED: | 04/20/2018 |
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Total Attachments: 4

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "TMP Trademark Security Agreement") is made as of April 20, 2018, by TMP Worldwide Advertising & Communications, LLC, a Delaware limited liability company ("Grantor"), in favor of Cerberus Business Finance Agency, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated April 20, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has assigned to the Grantee and granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the trademarks and service marks listed on the attached Schedule A (excluding, for clarity, any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and Secured Parties, a continuing security interest in the Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this TMP Trademark Security Agreement and the terms of the Security Agreement, the Security Agreement shall control.

This TMP Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed

shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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

TMP WORLDWIDE ADVERTISING &
COMMUNICATIONS, LLC

By: _____

Name: Thomas Zanios

Title: Vice President and Secretary

| <u>Company</u> | <u>Trademark</u> | <u>Application or Registration No.</u> | <u>Filing Date</u> | <u>Registration Date</u> |
|---|--|--|--------------------|--------------------------|
| TMP Worldwide Advertising & Communications, LLC | THE DIGITAL BRAND AUTHORITY | 4,139,504 | 12/28/2009 | 5/8/2012 |
| | PEOPLE IN BUSINESS | 4,035,251 | 11/19/2007 | 10/4/2011 |
| | TALENTBREW | 4,191,173 | 6/15/2010 | 8/14/2012 |
| | Inverse Sphere Design  | 87/435719 | 5/3/2017 | Pending |
| | WORK WITH ME (Stylized)  | 3,647,484 | 12/17/2008 | 6/30/2009 |
| WORK WITH ME | 5,227,101 | 11/7/2016 | 6/20/2017 | |