

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OAKTREE FUND ADMINISTRATION, LLC		04/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MOTION RECRUITMENT PARTNERS LLC		
Street Address:	131 Clarendon St		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4465659	JOBSPRING	
Registration Number:	4494064	TECH IN MOTION	
Registration Number:	4343042	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE	
Registration Number:	4343041	SEVENSTEP SIMPLY EFFECTIVE RPO	
Registration Number:	4343040	JOBSPRING TALENT IN ACTION	
Registration Number:	4343039	SIMPLY EFFECTIVE RPO	
Registration Number:	4147633	WHERE PEOPLE MEET PERFORMANCE	
Registration Number:	4147632	TALENT IN ACTION	
Registration Number:	4143388	MOTION RECRUITMENT PARTNERS	
Registration Number:	3887597	JOBSPRING	
Registration Number:	3887589	WORKBRIDGE	
Registration Number:	3883524	JOBSPRING PARTNERS	
Registration Number:	3883518	WORKBRIDGE ASSOCIATES	
Registration Number:	3535262	TECHIEGOLD	
Registration Number:	3544890	CAREERHOLDINGS	
Registration Number:	3599412	C. BRIDGES ASSOCIATES	
Registration Number:	3532763	SEVEN STEP RECRUITING	
Serial Number:	86458524	TALENT AI	
Serial Number:	86119798	SEVEN STEP RPO	
TRADEMARK			

OP \$490.00 4465659

CORRESPONDENCE DATA**Fax Number:** 2033255001*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:** 203-355-3827**Email:** cbutler@fdh.com**Correspondent Name:** Christopher Butler c/o Finn Dixon & Herl**Address Line 1:** Six Landmark Square**Address Line 2:** Floor Six**Address Line 4:** Stamford, CONNECTICUT 06901-2704

NAME OF SUBMITTER:	Christopher Butler
SIGNATURE:	/s/Christopher Butler
DATE SIGNED:	04/17/2018

Total Attachments: 6

source=Motion Recruitment - Trademark Release (Executed)#page1.tif

source=Motion Recruitment - Trademark Release (Executed)#page2.tif

source=Motion Recruitment - Trademark Release (Executed)#page3.tif

source=Motion Recruitment - Trademark Release (Executed)#page4.tif

source=Motion Recruitment - Trademark Release (Executed)#page5.tif

source=Motion Recruitment - Trademark Release (Executed)#page6.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 17, 2018, is made by and between **OAKTREE FUND ADMINISTRATION, LLC**, a Delaware limited liability company, as agent ("Agent"), and **MOTION RECRUITMENT PARTNERS LLC** (f/k/a Motion Recruitment Partners Inc., the "Grantor"), a Delaware limited liability company.

RECITALS:

WHEREAS, Grantor and Fifth Street Management LLC ("Resigning Agent") are parties to that certain Pledge and Security Agreement, dated as of February 13, 2015 (as the same has been and may thereafter be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor entered into that certain Trademark Security Agreement, dated February 13, 2015 (the "Trademark Security Agreement") and granted to Resigning Agent a security interest in all of its right, title and interest in, to and under certain Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2015, at Reel/Frame: 5460/0094;

WHEREAS, Resigning Agent and Agent entered into that certain Assignment of Trademark Security Agreement (the "Assignment Agreement"), effective as of October 17, 2017, pursuant to which Resigning Agent assigned and transferred to Agent and its successors and assigns, all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral;

WHEREAS, the Assignment Agreement was recorded with the United States Patent and Trademark Office on October 20, 2017, at Reel/Frame: 6187/0060;

WHEREAS, Grantor has requested and Agent has agreed to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used herein but not otherwise defined have the meanings set forth in the Security Agreement.

2. Release of Security Interest. Agent hereby fully and finally terminates the Trademark Security Agreement and releases, without any representation, its security interest and rights in, to and under the following (collectively, the "Trademark Collateral"):

(a) all of the Grantor's Trademarks and Trademark License to which it is a party, including those referred to on Schedule A;

(b) all renewals or extensions of the foregoing, including the right to claim priority or file an application on the foregoing;

(c) all goodwill of the business connected with the sue of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement, dilution or other violation of any Trademark or any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

Provided, however, that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. Authorization. Agent hereby authorizes Grantor or Grantor's agent to record this Release with the United States Patent and Trademark Office

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release to be duly executed as of the day and year first above written.

OAKTREE FUND ADMINISTRATION, LLC,
as Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member

By: Mary Gallegly
Name:
Title: **Mary Gallegly**
Senior Vice President

By: B.P.S.
Name:
Title: **Brian Price**
Vice President

SCHEDULE A

Trademarks and Trademark Licenses

[See attached.]

Registered Trademarks

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner¹</u>	<u>Mark</u>
Motion Recruitment Partners LLC	U.S. PTO	4465659	01/14/2014	Motion Recruitment Partners Inc.	JOBSPRING
Motion Recruitment Partners LLC	U.S. PTO	4494064	03/11/2014	Motion Recruitment Partners Inc.	TECH IN MOTION
Motion Recruitment Partners LLC	U.S. PTO	4343042	05/28/2013	Motion Recruitment Partners Inc.	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE
Motion Recruitment Partners LLC	U.S. PTO	4343041	05/28/2013	Motion Recruitment Partners Inc.	SEVENSTEP SIMPLY EFFECTIVE RPO
Motion Recruitment Partners LLC	U.S. PTO	4343040	05/28/2013	Motion Recruitment Partners Inc.	JOBSPRING TALENT IN ACTION
Motion Recruitment Partners LLC	U.S. PTO	4343039	05/28/2013	Motion Recruitment Partners Inc.	SIMPLY EFFECTIVE RPO
Motion Recruitment Partners LLC	U.S. PTO	4147633	05/22/2012	Motion Recruitment Partners Inc.	WHERE PEOPLE MEET PERFORMANCE
Motion Recruitment Partners LLC	U.S. PTO	4147632	05/22/2012	Motion Recruitment Partners Inc.	TALENT IN ACTION
Motion Recruitment Partners LLC	U.S. PTO	4143388	05/15/2012	Motion Recruitment Partners Inc.	MOTION RECRUITMENT PARTNERS
Motion Recruitment Partners LLC	U.S. PTO	3887597	12/07/2010	Motion Recruitment Partners Inc.	JOBSPRING
Motion Recruitment Partners LLC	U.S. PTO	3887589	12/07/2010	Motion Recruitment Partners Inc.	WORKBRIDGE
Motion Recruitment Partners LLC	U.S. PTO	3883524	11/30/2010	Motion Recruitment Partners Inc.	JOBSPRING PARTNERS
Motion Recruitment Partners LLC	U.S. PTO	3883518	11/30/2010	Motion Recruitment Partners Inc.	WORKBRIDGE ASSOCIATES
Motion	U.S. PTO	3535262	11/18/2008	Motion Recruitment	TECHIEGOLD

¹ Prior to or as soon as practicable after the closing date, Motion Recruitment Partners LLC will make the necessary filings with the USPTO to reflect the conversion of Motion Recruitment Partners Inc. into a limited liability company.

Recruitment Partners LLC				Partners Inc.	
Motion Recruitment Partners LLC	U.S. PTO	3544890	12/09/2008	Motion Recruitment Partners Inc.	CAREERHOLDINGS
Motion Recruitment Partners LLC	U.S. PTO	3599412	03/31/2009	Motion Recruitment Partners Inc.	C. BRIDGES ASSOCIATES
Motion Recruitment Partners LLC	U.S. PTO	3532763	11/11/2008	Motion Recruitment Partners Inc.	SEVEN STEP RECRUITING

Pending Trademark Applications

<u>Name of Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
Motion Recruitment Partners LLC	U.S. PTO	86/458524	11/19/2014	Motion Recruitment Partners Inc.	TALENT AI
Motion Recruitment Partners LLC	U.S. PTO	86/119798	11/15/2013	Motion Recruitment Partners Inc.	SEVEN STEP RPO
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1654816	12/05/2013	Motion Recruitment Partners Inc.	WORKBRIDGE
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1654817	12/05/2013	Motion Recruitment Partners Inc.	WORKBRIDGE ASSOCIATES
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658509	01/06/2014	Motion Recruitment Partners Inc.	JOBSRING PARTNERS
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658508	01/06/2014	Motion Recruitment Partners Inc.	JOBSRING
Motion Recruitment Partners LLC	Canada Intellectual Property Office	1658510	01/06/2014	Motion Recruitment Partners Inc.	TECH IN MOTION