

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM481939

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOBVITE, INC.		07/13/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	150 SOUTH WACKER DRIVE, 5TH FLOOR		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4968158	JOBVITE	
<b>Registration Number:</b>	3103253	JOBVITE	
<b>Registration Number:</b>	5508680	RECRUITER NATION	
<b>Registration Number:</b>	4630819	RECRUITING IS MARKETING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>			
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0170		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	07/16/2018		
<b>Total Attachments: 10</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of July 13, 2018, is made by JOBVITE, INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the “Grantor”), in favor of GOLUB CAPITAL LLC (“Agent”) in its capacity as administrative agent for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain lenders from time to time party thereto (collectively, referred to as the “Lenders”) and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the 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 under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders a first priority security interest (subject to Permitted Liens) 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, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation 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 and dilutions 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, 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 (whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor).

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

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.

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. Notwithstanding the foregoing, no failure to modify this Agreement or amend the exhibits to this Agreement shall in any way affect, invalidate or detract from Agent's continuing security interest in all Intellectual Property Collateral, whether or not listed in the exhibits to this Agreement.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan 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 Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of 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:

JOBVITE, INC.

By:   
\_\_\_\_\_

Title:           CFO          

AGENT:

GOLUB CAPITAL LLC

\_\_\_\_\_  
By: Robert G. Tuchscherer

Title: Managing Director

*[Signature Page to Intellectual Property Security Agreement (Golub/Jobvite)]*

**TRADEMARK**  
**REEL: 006417 FRAME: 0771**

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:

JOBVITE, INC.

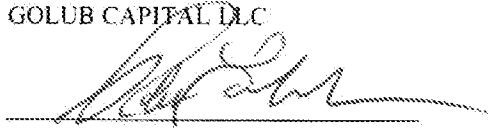
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENT:

GOLUB CAPITAL LLC

  
\_\_\_\_\_

By: Robert G. Tuchscherer

Title: Managing Director

*[Signature Page to Intellectual Property Security Agreement (Golub/Jobvite)]*

**TRADEMARK**  
**REEL: 006417 FRAME: 0772**

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[See attached.]



EXHIBIT B

Patents

Patent No.	Title	Class	Status	App. No.	Filed	Pub. No.	Pub. Date
180141-000300US	Method And System For Identifying Job Candidates, Social Networks, And Recruiter...	Utility - ORG	Appeal Pending	13/198,316	Aug 4, 2011		
180141-001100US	Method And System For Video Interviewing Analysis	Utility - ORG	Pending	14/731,154	Jun 4, 2015		
180141-001200US	System For Promoting A Job Opening Across A Referral Network	Utility - ORG	Pending	14/731,177	Jun 4, 2015		
180141-000901US	Method And System For Source Tracking	Utility - NPREG	Awaiting Notice of Allowance	13/599,215	Aug 30, 2012		
180141-000401US	Method And System For Identifying Job Candidates	Utility - NPREG	Issued	13/284,260	Oct 28, 2011	8601002	Dec 3, 2013
180141-000402US	Method And System For Identifying Job Candidates	Utility - CON	Issued	14/093,331	Nov 29, 2013	9053157	Jun 9, 2015
180141-000700US	Method And System For Referral Tracking	Utility - ORG	Issued	13/168,665	Jun 24, 2011	9727827	Aug 8, 2017
180141-000200US	Method and System for Channel Optimization	Utility - ORG	Issued	13/168,676	Jun 24, 2011	9811783	Nov 7, 2017

EXHIBIT C

Trademarks

[See attached.]

# Jobvite, Inc. Trademarks

Updated: 7/9/2018

## Mark: CONTINUOUS CANDIDATE ENGAGEMENT

<u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	9, 35, 38, 42	Jobvite, Inc.	87702,148	11/29/2017			Pending

## Mark: JOBVITE

<u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Canada	equiv. of 9	Jobvite, Inc.	1768212	2/17/2016	TMA992,239	3/12/2018	Registered
Canada	equiv. of, 35, 41, 42	Jobvite, Inc.	1,672,900	4/15/2014	TMA908,173	7/10/2015	Registered
European Union	9, 42	Jobvite, Inc.	015115512	2/16/2016	015115512	7/19/2016	Registered
United States	9, 35, 41, 42	Jobvite, Inc.	86761,761	9/18/2015	4,968,158	5/31/2016	Registered
United States	35	Jobvite, Inc.	78522,998	11/25/2004	3,103,253	6/13/2006	Registered

## Mark: JOBVITE JOY

<u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Canada	equiv. of 9, 35, 38, 42	Jobvite, Inc.	1,890,666	3/28/2018			Pending
United States	35, 38, 42	Jobvite, Inc.	87690,080	11/17/2017			Pending - Notice of Allowance Issued

## Mark: RECRUITER NATION

<u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	35	Jobvite, Inc.	87765,487	1/22/2018	5,508,680	7/3/2018	Registered

## Mark: RECRUITING IS MARKETING

<u>Country</u>	<u>Classes</u>	<u>Reg. Owner</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
United States	35, 41, 42	Jobvite, Inc.	86027,803	8/2/2013	4,630,819	11/4/2014	Registered

EXHIBIT D

Mask Works

None.