

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM486771

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IQNAVIGATOR, INC.		08/20/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Owl Rock Capital Corporation, as Administrative Agent		
<b>Street Address:</b>	245 Park Avenue, 41st Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3069693	BEELINE	
<b>Registration Number:</b>	2480781	BEELINE	
<b>Registration Number:</b>	3082305	IQNAVIGATOR	
<b>Registration Number:</b>	2729752	CHARTING NEW COURSES FOR WORKFORCE MANAG	
<b>Registration Number:</b>	2726325	PROCURESTAFF	
<b>Registration Number:</b>	4183049	PATH.TO	
<b>Registration Number:</b>	4804977	MYA	
<b>Registration Number:</b>	4863965	MYA	
<b>Registration Number:</b>	3732427	SMARTRATE	
<b>Registration Number:</b>	3822661	SMARTVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Phone:</b>	212-318-6532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	c/o Paul Hastings LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		

CH \$265.00 3069693

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/AG
<b>DATE SIGNED:</b>	08/20/2018
<b>Total Attachments: 5</b> source=Hermitage (NMC)- Trademark Security Agreement (IQNAVIGATOR, INC.)#page1.tif source=Hermitage (NMC)- Trademark Security Agreement (IQNAVIGATOR, INC.)#page2.tif source=Hermitage (NMC)- Trademark Security Agreement (IQNAVIGATOR, INC.)#page3.tif source=Hermitage (NMC)- Trademark Security Agreement (IQNAVIGATOR, INC.)#page4.tif source=Hermitage (NMC)- Trademark Security Agreement (IQNAVIGATOR, INC.)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by IQNAVIGATOR, INC. (“**Grantor**”) in favor of Owl Rock Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, Grantor is party to that certain Security Agreement, dated as of August 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto and the Administrative Agent pursuant to which Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Administrative Agent as follows:

### **SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### **SECTION 2. GRANT OF SECURITY INTEREST**

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

*provided* that the Trademark Collateral shall not include any Excluded Assets.

### **SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. RECORDATION**

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

### **SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

### **SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

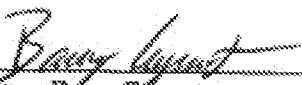
### **SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**IQNAVIGATOR, INC.,**  
as a Grantor

By:   
Name: Barry Capoot  
Title: Chief Financial Officer, Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006426 FRAME: 0245**

**OWL ROCK CAPITAL CORPRATION,**  
as Administrative Agent and Collateral Agent

By:   
Name: Alan Kirshenbaum  
Title: CFO / COO

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006426 FRAME: 0246**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
IQNAVIGATOR, INC.	BEELINE	3069693	03/21/2006
IQNAVIGATOR, INC.	BEELINE	2480781	08/21/2001
IQNAVIGATOR, INC.	IQNavigator	3082305	4/18/2006
IQNAVIGATOR, INC.	Charting New Courses for Workforce Management	2729752	6/24/2003
IQNAVIGATOR, INC.	ProcureStaff	2726325	6/17/2003
IQNAVIGATOR, INC.	PATH.TO	4183049	7/31/2012
IQNAVIGATOR, INC.	MYA	4804977	09/01/25
IQNAVIGATOR, INC.		4863965	12/01/2015
IQNAVIGATOR, INC.	SMARTRATE	3732427	12/29/2009
IQNAVIGATOR, INC.	SMARTVIEW	3822661	07/20/2010

**TRADEMARK APPLICATIONS**

None.