

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CATALANT TECHNOLOGIES, INC.		08/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	406 BLACKWELL STREET		
<b>Internal Address:</b>	SUITE 240		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5470249	CATALANT	
<b>Registration Number:</b>	4521867	HOURLYNERD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193541278		
<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>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	S/NICHOLAS NANCE/EPD		
<b>DATE SIGNED:</b>	09/05/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 30, 2018 by and between PACIFIC WESTERN BANK ("**Bank**") and CATALANT TECHNOLOGIES, INC. ("**Grantor**").

### RECITALS

A. Bank proposes to enter into a Third Amendment to Loan and Security Agreement (the "**Amendment**") with Grantor as of the date hereof with respect to the Loan and Security Agreement, dated as of March 28, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under (i) the Copyrights, Trademarks and Patents (but excluding intent-to-use trademark applications to the extent a grant therein would invalidate those applications), including the Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and (ii) all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement, as amended by the Amendment. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Notwithstanding the foregoing, in the event of any conflict between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.


Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Patents, Copyrights and Trademarks in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

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

Address of Grantor:  
~~125 Western Avenue~~  
~~Boston, MA 02134~~  
Attn: Chief Financial Officer  
25 Thomson Place, FL 3  
Boston, MA 02210

GRANTOR:

CATALANT TECHNOLOGIES, INC

By:   
Name: Robert Biederman  
Title: CFO

Address of Bank:  
406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

BANK:

PACIFIC WESTERN BANK

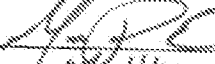
By:   
Name: Catherine P. Biederman  
Title: SVP

EXHIBIT A  
COPYRIGHTS

None

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Text: Reimagining Work Rob Biederman [et al]	TX0008519278	2017-10-13

EXHIBIT B

PATENTS

None

1.

EXHIBIT C  
TRADEMARKS

<u>Mark</u>	<u>Goods and Services</u>	<u>Registration Number</u>	<u>Registration Date</u>
CATALANT	computer software for finding and managing business consultants in Class 9.  outsourcing services; human resources management; human resources services, namely, personnel selection for others; employment agency services, namely, filling the temporary and permanent staffing needs of businesses; computer project management services; providing a database of resumes of prospective employees; providing an online computer database in the field of business consultants in Class 35. software as a service (SaaS) featuring software for finding and managing business consultants in Class 42.	5470249	May 15, 2018
HOURLYNERD	Online marketplace for business consultation and advisory services in Class 35.	4521867	April 29, 2014