

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512406

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outmatch, Inc.		02/28/2019	Corporation: TEXAS
Chequed.com, Inc.		02/28/2019	Corporation: DELAWARE
Merlin Technologies Corporation		02/28/2019	Corporation: TEXAS
The Devine Group, Inc.		02/28/2019	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	100 Pine Street, 15th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5671261	CULTUREDNA	
Serial Number:	87676971	CULTURALDNA	
Registration Number:	5223074	OUTMATCH	
Registration Number:	5125618	OUTMATCH	
Registration Number:	4496164	ASSESS SYSTEMS TALENT CLOUD	
Registration Number:	3770660	MERLIN TECHNOLOGIES	
Registration Number:	2178562		
Registration Number:	2213868	WILD BULL	
Registration Number:	2344855	THE DEVINE GROUP	
Registration Number:	2325797	THE DEVINE INVENTORY	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	6175232700		
Email:	susan.dinicola@hklaw.com,kate.ferrara@hklaw.com		
TRADEMARK			

OP \$265.00 5671261

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 03/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 28th day of February 28, 2019, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually a "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of February 28, 2019 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by and among OUTMATCH HOLDINGS, LLC, a Delaware limited liability company, MERLIN TECHNOLOGIES CORPORATION, a Texas corporation, OUTMATCH, INC., a Texas corporation ("OutMatch"), THE DEVINE GROUP, INC., an Ohio corporation ("Devine Group"), STRATEGIC EXECUTIVE SERVICES LLC, an Ohio limited liability company ("SES"), CHEQUED.COM, INC., a Delaware corporation ("Chequed"), HIREQ MERGER SUB, LLC, a Delaware limited liability company ("hireQ"), and WEPOW, LLC, a Delaware limited liability company ("WePow", together with OutMatch, Devine Group, SES, Chequed, hireQ, and each other Person from time to time joined as a party thereto as a borrower, and all of their respective permitted successors and assigns, collectively, the "Borrowers" and each a "Borrower"), the lenders from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision

thereof, or otherwise, and all common-law rights related thereto (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the [Credit Agreement/Guarantor Security Agreement], the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the

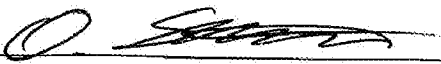
phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Remainder of page intentionally left blank signature page follows.]


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

GRANTORS:


OUTMATCH, INC.,
a Texas corporation

By: 
Name: Oliver Staehelin
Title: Chief Financial Officer and Secretary


CHEQUED.COM, INC.,
a Delaware corporation

By: 
Name: Oliver Staehelin
Title: Chief Financial Officer and Secretary

MERLIN TECHNOLOGIES CORPORATION,
a Texas corporation


By: 
Name: Oliver Staehelin
Title: Chief Financial Officer and Secretary

THE DEVINE GROUP, INC.,
an Ohio corporation

By: 
Name: Oliver Staehelin
Title: Chief Financial Officer and Secretary

ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Sunnie Kim
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Mark	Country	Status	Filing Date	Serial No.	Registration Date	Registration No.	Registrant
CultureDNA	USA	1A	November 8, 2017	87676 984	February 5, 2019	5671261	OutMatch, Inc.
CulturalDNA	USA	1B	November 8, 2017	87676 971			OutMatch, Inc.
OutMatch	USA	1A	November 10, 2016	87233 057	June 13, 2017	5223074	Chequed.com Inc.
OutMatch	USA	1A	December 3, 2015	86837 818	January 17, 2017	5125618	Chequed.com Inc.
Assess Systems Talent Cloud	USA	1A	March 20, 2013	85881 706	March 11, 2014	4496164	Merlin Technologies Corporation
Merlin Technologies	USA	1A	August 11, 2009	77802 050	April 6, 2010	3770660	Merlin Technologies Corporation
	USA	1A	July 31, 1997	75333 589	August 4, 1998	2178562	Merlin Technologies Corporation
Wild Bull	USA	1A	April 21, 1997	75277 868	December 29, 1998	2213868	Merlin Technologies Corporation
The Devine Group	USA	1A	November 6, 1998	75583 997	April 25, 2000	2344855	The Devine Group, Inc.
The Devine Inventory	USA	1A	November 6, 1998	75583 996	March 7, 2000	2325797	The Devine Group, Inc.

Schedule 1 to Trademark Security Agreement