

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525342

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MANAGEMENT RECRUITERS INTERNATIONAL, INC.		05/28/2019	Corporation: DELAWARE
BROWNS CANYON LLC		05/28/2019	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BERKSHIRE BANK
<b>Street Address:</b>	24 North Street
<b>City:</b>	Pittsfield
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01201
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1009040	OFFICE MATES 5
Registration Number:	1296785	SC
Registration Number:	1432166	SALES CONSULTANTS
Registration Number:	1433195	CS
Registration Number:	1657835	DAYSTAR
Registration Number:	3115292	MRI CONTRACT STAFFING
Registration Number:	3269826	BUILDING THE HEART OF BUSINESS
Registration Number:	3283385	ACCELERATED RECRUITMENT
Registration Number:	3286712	MRI NETWORK
Registration Number:	3345372	
Registration Number:	3400880	PTWEB
Registration Number:	3453398	MRINETWORK WAY
Registration Number:	3806138	CSPC
Registration Number:	3806140	CSAM
Registration Number:	5153824	THE PATH
Registration Number:	5191374	SC

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Property Type	Number	Word Mark
Registration Number:	5208237	MR
Registration Number:	5304872	EXPERTS IN GLOBAL SEARCH
Registration Number:	0891390	COMPU SEARCH
Registration Number:	0906376	MANAGEMENT RECRUITERS
Serial Number:	87253934	LIVEGIG
Registration Number:	4118010	MRI CONTRACT STAFFING
Registration Number:	2014763	MRI
Registration Number:	2014764	MRI
Registration Number:	2817676	MRI
Registration Number:	2805170	MRI

**CORRESPONDENCE DATA**

Fax Number: 4843622630

*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: 2675460661

Email: ipolonsky@rccbllaw.com

Correspondent Name: Ian S. Polonsky

Address Line 1: 100 N. 18th Street

Address Line 2: Suite 710

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Ian S. Polonsky

SIGNATURE: /Ian S. Polonsky/

DATE SIGNED: 05/29/2019

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 28<sup>th</sup> day of May, 2019, by and among the Grantors listed on the signature page hereof (collectively with any other Person now or hereafter party hereto, "Grantors"), and BERKSHIRE BANK ("Lender").

## WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of even date herewith (as amended, modified, supplemented or restated and in effect from time to time, the "Loan Agreement") by and among MRI Network Holdings, LLC, a Delaware limited liability company ("Holdings"), Management Recruiters International, Inc., a Delaware corporation (the "Company"), MRI Contract Staffing, Inc., an Ohio corporation ("Staffing"), MRI Services, LLC, a Delaware limited liability company ("Services"), Browns Canyon LLC, a Delaware limited liability company ("BC"), Brownhill LLC a Delaware limited liability company ("BH"), and together with Holdings, the Company, Staffing, Services, BC and each other Person joined thereto as a borrower from time to time, each a "Borrower" and, collectively, "Borrowers"), the Lender has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the obligation of the Lender to make Loans (as defined in the Loan Agreement) under the Loan Agreement is conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof, pursuant to which each Grantor grants to the Lender a security interest in and to the Trademark Collateral (as defined herein), in order to secure the Obligations (as defined in the Loan Agreement); and

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 initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement. In addition, as used herein, the following terms shall have the following meanings:

"PTO" shall mean the United States Patent and Trademark Office or any other United States federal governmental agency which may hereafter perform its functions.

"Trademarks" shall mean all trademarks, trade names, corporate names, company names, domain names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos and other source or business identifiers of any Grantor, whether registered or unregistered, including, without limitation, the United States trademark registrations and trademark applications listed on Schedule I annexed hereto and made a part hereof, together with any goodwill of the business connected with, and symbolized by, any of the foregoing; provided that "Trademarks" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the

validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered IP Collateral.

"Trademark Licenses" shall mean all agreements, whether written or oral, providing for the grant by or to any Grantor of any right under any Trademark, including, without limitation, the agreements listed on Schedule I annexed hereto and made a part hereof; provided that "Trademark Licenses" shall not include licenses for commercially available off-the-shelf software acquired by such Grantor in the ordinary course of business that is generally available to the public.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of each Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

a. all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

c. all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under 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.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of 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 Secured Obligations and would be owed by any Grantor, to Lender, whether or not they are unenforceable or not allowable due to the existence of an bankruptcy or insolvency proceeding involving such Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. To the extent not already disclosed in writing to Lender, if any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall promptly provide notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, each Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of such Grantor. 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 Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW; NOTICES; CONSENT TO JURISDICTION; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, NOTICES, CONSENT TO JURISDICTION AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 9.1, 9.8, 9.18 AND 9.21 OF THE LOAN AGREEMENT, RESPECTIVELY, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

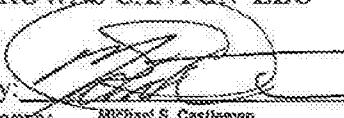
IN WITNESS WHEREOF, the Grantors and the Lender have caused this Trademark Security Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

MANAGEMENT RECRUITERS  
INTERNATIONAL, INC.

By:   
Name: Michael S. Castleman  
Title: President

BROWNS CANYON LLC

By:   
Name: Michael S. Castleman  
Title: Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 006654 FRAME: 0988

LENDER:

BERKSHIRE BANK

By: 

Name: \_\_\_\_\_

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

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	App/Reg Date
The Company	OFFICE MATES 5	1,009,040	4/15/1975
The Company	SC (Stylized)	1,296,785	9/18/1984
The Company	SALES CONSULTANTS	1,432,166	3/10/1987
The Company	CS Logo (allowed to lapse)	1,433,195	3/17/1987
Staffing	DAYSTAR	1,657,835	9/17/1991
The Company	MRI CONTRACT STAFFING	3,115,292	7/11/2006
The Company	BUILDING THE HEART OF BUSINESS	3,269,826	7/24/2007
The Company	ACCELERATED RECRUITMENT	3,283,385	8/21/2007
The Company	MRI NETWORK	3,286,712	8/28/2007
The Company	Corporate Arrow Design (Color)	3,345,372	11/27/2007
The Company	PTWeb	3,400,880	3/25/2008
The Company	MRINetwork Way (stylized and/or with	3,453,398	6/24/2008
The Company	CSPC	3,806,138	6/22/2010
The Company	CSAM	3,806,140	6/22/2010
The Company	THE PATH	5,153,824	3/7/2017
The Company	SC	5,191,374	4/25/2017
The Company	MR	5,208,237	5/23/2017
The Company	EXPERTS IN GLOBAL SEARCH	5,304,872	10/10/2017
The Company	COMPU SEARCH (allowed to lapse)	891,390	5/19/1970
The Company	MANAGEMENT RECRUITERS	906,376	1/19/1971
The Company	CSM	87/253,934	12/1/2016



The Company	MRI CONTRACT STAFFING	4,118,010	3/27/2012
The Company	MRI	2,014,763	11/12/1996
The Company	MRI Logo	2,014,764	11/21/1996
The Company	MRI	2,817,676	2/24/2008
The Company	MRI Logo	2,805,170	1/13/2004

Domain Names

Domain Name	Record Owner
acceleratedrecruitment.asia	Management Recruiters International, Inc.
bestofmrietwork.com	Management Recruiters International, Inc.
brilliantpeople.com	Management Recruiters International, Inc.
brilliantpeople.info	Management Recruiters International, Inc.
brilliantpeople.net	Management Recruiters International, Inc.
brilliant-people.net	Management Recruiters International, Inc.
brilliantpeople.org	Management Recruiters International, Inc.
brilliant-people.org	Management Recruiters International, Inc.
brilliantpeople.us	Management Recruiters International, Inc.
fuckmri.com	Management Recruiters International, Inc.
fuckmri.net	Management Recruiters International, Inc.
fuckmri.org	Management Recruiters International, Inc.
managementrecruiter.co.uk	Management Recruiters International, Inc.
managementrecruiter.com	Management Recruiters International, Inc.
managementrecruiter.name	Management Recruiters International, Inc.
management-recruiter.name	Management Recruiters International, Inc.
managementrecruiter.uk	Management Recruiters International, Inc.
managementrecruiter.ws	Management Recruiters International, Inc.
management-recruiter.ws	Management Recruiters International, Inc.
managementrecruiters.asia	Management Recruiters International, Inc.
managementrecruiters.info	Management Recruiters International, Inc.
managementrecruiters.mobi	Management Recruiters International, Inc.
managementrecruiters.xxx (block)	Management Recruiters International, Inc.
managementrecruitersinternational.org	Management Recruiters International, Inc.
mri.asia	Management Recruiters International, Inc.
mri.network	Management Recruiters International, Inc.
mri.no	Management Recruiters International, Inc.
mri.xxx (block)	Management Recruiters International, Inc.
mricontractstaffing.asia	Management Recruiters International, Inc.
mricontractstaffing.com	Management Recruiters International, Inc.
mricontractstaffing.mobi	Management Recruiters International, Inc.
mricontractstaffing.net	Management Recruiters International, Inc.
mricontractstaffing.org	Management Recruiters International, Inc.

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mricontractstaffing.xxx (block)	Management Recruiters International, Inc.
mrifranchise.com	Management Recruiters International, Inc.
mrilms.com	Management Recruiters International, Inc.
mrinet.com	Management Recruiters International, Inc.
mrinetwork.asia	Management Recruiters International, Inc.
mrinetwork.ca	Management Recruiters International, Inc.
mrinetwork.cc	Management Recruiters International, Inc.
mrinetwork.com	Management Recruiters International, Inc.
mrj-network.com	Management Recruiters International, Inc.
mrinetwork.com.pt	Management Recruiters International, Inc.
mrinetwork.cz	Management Recruiters International, Inc.
mrinetwork.de	Management Recruiters International, Inc.
mrinetwork.eu	Management Recruiters International, Inc.
mrinetwork.gr	Management Recruiters International, Inc.
mrinetwork.hk	Management Recruiters International, Inc.
mrinetwork.hu	Management Recruiters International, Inc.
mrinetwork.jobs	Management Recruiters International, Inc.
mrinetwork.jp	Management Recruiters International, Inc.
mrinetwork.lt	Management Recruiters International, Inc.
mrinetwork.lu	Management Recruiters International, Inc.
mrinetwork.lv	Management Recruiters International, Inc.
mrinetwork.net.cn	Management Recruiters International, Inc.
mrinetwork.org	Management Recruiters International, Inc.
mrinetwork.org.cn	Management Recruiters International, Inc.
mrinetwork.org.uk	Management Recruiters International, Inc.
mrinetwork.pl	Management Recruiters International, Inc.
mrinetwork.ru	Management Recruiters International, Inc.
mrinetwork.tw	Management Recruiters International, Inc.
mrinetwork.ws	Management Recruiters International, Inc.
mrinetwork.xxx (block)	Management Recruiters International, Inc.
mrinetworkleaders.com	Management Recruiters International, Inc.
mrinetworkway.xxx (block)	Management Recruiters International, Inc.
mrriptweb.com	Management Recruiters International, Inc.
mrirecruiters.com	Management Recruiters International, Inc.
mristaffing.com	Management Recruiters International, Inc.
mrithenetwork.net	Management Recruiters International, Inc.
mritheresource.com	Management Recruiters International, Inc.
mreworldwidenetwork.asia	Management Recruiters International, Inc.
mreworldwidenetwork.cn	Management Recruiters International, Inc.
mreworldwidenetwork.com.cn	Management Recruiters International, Inc.
mreworldwidenetwork.hk	Management Recruiters International, Inc.
mreworldwidenetwork.net.cn	Management Recruiters International, Inc.
mreworldwidenetwork.org.cn	Management Recruiters International, Inc.
mreworldwidenetwork.tw	Management Recruiters International, Inc.
mrww.com	Management Recruiters International, Inc.

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mriwwnetwork.asia	Management Recruiters International, Inc.
mriwwnetwork.cn	Management Recruiters International, Inc.
mriwwnetwork.com	Management Recruiters International, Inc.
mriwwnetwork.hk	Management Recruiters International, Inc.
mriwwnetwork.net.cn	Management Recruiters International, Inc.
mriwwnetwork.org.cn	Management Recruiters International, Inc.
mriwwnetwork.tw	Management Recruiters International, Inc.
officemates5.xxx (block)	Management Recruiters International, Inc.
recruitercareer.com	Management Recruiters International, Inc.
recruitervillage.com	Management Recruiters International, Inc.
recruitervillage.org	Management Recruiters International, Inc.
salesconsultants.info	Management Recruiters International, Inc.
salesconsultants.mobi	Management Recruiters International, Inc.
salesconsultants.xxx (block)	Management Recruiters International, Inc.
say-no-to-mri-franchise.com	Management Recruiters International, Inc.
thewoolfpartnership.uk	Management Recruiters International, Inc.
mriww.uk	Management Recruiters International, Inc.
mriww.work	Management Recruiters International, Inc.
mriww.com	Management Recruiters International, Inc.
mriwwbioceutical.ch	Management Recruiters International, Inc.
mriwwbioceutical.com	Management Recruiters International, Inc.
mriphilippines.com	Management Recruiters International, Inc.
mribioceuticalsearch.com	Management Recruiters International, Inc.
spanxexecs.com	Management Recruiters International, Inc.
hinzmannconsulting.com	Management Recruiters International, Inc.