

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530984

<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>
Hotschedules.com, Inc.		07/09/2019	Corporation: TEXAS
Red Book Connect, LLC		07/09/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Monroe Capital Management Advisors, LLC, as Administrative Agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<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: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4608749	#TIPMAS	
<b>Registration Number:</b>	4313572	B2A	
<b>Registration Number:</b>	4856985	BODHI	
<b>Serial Number:</b>	87581302	CLARIFI	
<b>Serial Number:</b>	87581304	CLARIFI	
<b>Serial Number:</b>	75505433		
<b>Serial Number:</b>	85917035	DIGITAL RED BOOK	
<b>Serial Number:</b>	78959308	ISPEC	
<b>Serial Number:</b>	87320089	MACROMATIX	
<b>Serial Number:</b>	87320116	MACROMATIX	
<b>Serial Number:</b>	87320130	MACROMATIX	
<b>Serial Number:</b>	85651769	PLANIT PLANNERS	
<b>Serial Number:</b>	74729144	POCKET ROCKET	
<b>Serial Number:</b>	85984345	RED BOOK CONNECT	
<b>Serial Number:</b>	87486354	RED BOOK KEEP	
<b>Serial Number:</b>	86134769	RUNNING A RESTAURANT JUST GOT EASIER	
<b>Serial Number:</b>	87479593	SERVING THOSE WHO SERVE OTHERS	
<b>Serial Number:</b>	87479588	SERVING THOSE WHO SERVE OTHERS	
<b>TRADEMARK</b>			

CH \$640.00 4608749

Property Type	Number	Word Mark
Serial Number:	78514601	THE MANAGER'S RED BOOK
Serial Number:	86815115	THE MANAGER'S RED BOOK
Serial Number:	78514610	WE MAKE GOOD MANAGERS BETTER
Serial Number:	74729141	DATAWORKS
Serial Number:	76700160	HOTSCHEDULES
Serial Number:	86238453	HOTSCHEDULES
Serial Number:	86479305	JOBSABI

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 2123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** ALANA GRAMER  
**Address Line 1:** C/O PAUL HASTINGS LLP  
**Address Line 4:** NEW YORK, NEW YORK 10166

<b>NAME OF SUBMITTER:</b>	ALANA GRAMER
<b>SIGNATURE:</b>	/s/ AG
<b>DATE SIGNED:</b>	07/09/2019

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent and collateral agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HS4 MIDCO CORP., a Delaware corporation, HS4 ACQUISITIONCO, INC., a Delaware corporation (the “Borrower”), have entered into the Credit Agreement dated as of July 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Credit Agreement”), with the several institutions or entities from time to time party thereto as lenders and the Administrative Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of July 9, 2019 in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title, and interest in and to certain Collateral, including certain of their Copyrights, Trademarks and Patents and have agreed as a condition thereof to execute this IP Security Agreement with respect to certain of their Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantors hereby agree with the Administrative Agent, for the benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations (as defined in the Guarantee and Collateral Agreement):

(a) (i) all United States and foreign copyrights, whether or not the underlying works of authorship have been published and whether as author, assignee, transferee or otherwise, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all works of authorship, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations, copyright applications, mask works registrations and mask works applications, and any renewals or extensions thereof, including each registration and application identified in Schedule 1, and (ii) the rights to print, publish and distribute any of the foregoing (“Copyrights”);

(b) all Copyright Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 1;

(c) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) and (b) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) and (b) above (the items described in (a), (b) and (c), collectively, the “Copyright Collateral”);

(d) (i) all United States, state and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, logos, or other indicia of origin or source identification, Internet domain names, trademark and service mark registrations, designs and general intangibles of like nature and applications for trademark or service mark registrations and any renewals thereof, including each registration and application identified in Schedule 2 (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office provided that upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(e) all Trademark Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 2;

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (d) and (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (d) and (e) above (items described in clauses (d), (e) and (f), collectively, the “Trademark Collateral”);

(g) (i) all United States and foreign patents, patent applications and patentable inventions, including each issued patent and patent application identified in Schedule 3, all certificates of invention or similar property rights and all registrations, recordings and pending applications thereof, (ii) all inventions and improvements described and claimed therein and (iii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon (collectively, the “Patents”);

(h) all Patent Licenses (as defined in the Guarantee and Collateral Agreement), to the extent such Grantor is not the granting party, including any of the foregoing identified in Schedule 3; and

(i) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (g) and (h) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (g) and (h) above (items described in (f), (g) and (h), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Each Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.


SECTION 7 Intercreditor Arrangements Governs. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent, for the benefit of the Secured Parties pursuant to this Agreement, and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder, in each case, may be subject to intercreditor arrangements entered into in accordance with the Credit Agreement. In the event of any conflict or inconsistency between the provisions of such intercreditor arrangements and this Agreement, the terms of the definitive documentation governing any such intercreditor arrangements shall govern.

SECTION 8 Notice. Each party to this IP Security Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.2 of the Guarantee and Collateral Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

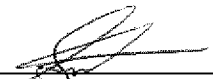
[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

RED BOOK CONNECT, LLC

By:   
Name: Bijal Patel  
Title: Chief Financial Officer

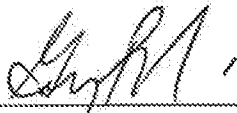
HOTSCHEDULES.COM, INC.

By:   
Name: Bijal Patel  
Title: Chief Financial Officer

*[Project Super Bowl – Signature Page to IP Security Agreement]*

**TRADEMARK**  
**REEL: 006689 FRAME: 0051**

MONROE CAPITAL MANAGEMENT ADVISORS,  
LLC,  
as Administrative Agent

By:   
Name: **Gerry Burrows**  
Title: **Managing Director**

[Signature Page to Project Super Bowl -- IP Security Agreement]

## COPYRIGHTS

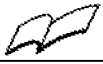


Title	Registration No. Registration Date	Grantor <sup>1</sup>
Jumpstart Period Thirteen 2008.	TX0006896022 2008-12-23	Red Book Connect, LLC
The Manager's Black Book Hooters.	TX0006896486 2008-12-23	Red Book Connect, LLC
The Manager's Red Book Third Quarter 2008 Black-eyed Pea.	TX0006894618 2008-12-23	Red Book Connect, LLC
The Manager's Red Book Period Thirteen 2008 Hooters.	TX0006896013 2008-12-23	Red Book Connect, LLC
Shift Xchange.	TX0006894605 2008-12-23	Red Book Connect, LLC
Pocket Rocket FS F2287.	TX0006995303 2008-12-29	Red Book Connect, LLC
The Trainer's Log Book Third Quarter 2008 (Black-eyed Pea)	TX0006894609 2008-12-29	Red Book Connect, LLC
Schedules Period Thirteen 2008 (Hooters)	TX0006938326 2008-12-29	Red Book Connect, LLC
Regional Manager's Brown Book Period Thirteen 2008 (Hooters)	TX0006938344 2008-12-29	Red Book Connect, LLC
Requested Days Off.	TX0006932197 2008-12-30	Red Book Connect, LLC
Guest Services Red Book.	TX0006932189 2008-12-30	Red Book Connect, LLC
The Manager's Red Book First Quarter.	TX0006932193 2008-12-30	Red Book Connect, LLC


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<sup>1</sup> Please note that each of the above copyright titles remain in the name of "B2A, LLC", the assets of which were acquired by Red Book Connect, LLC in 2014.



## TRADEMARKS

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor Status
#TIPMAS	35	86155234 31-DEC-2013	4608749 23-SEP-2014	Red Book Connect, LLC Registered.
B2A	35	85240914 12-FEB-2011	4313572 02-APR-2013	Red Book Connect, LLC Registered.
BODHI	42	86559449 10-MAR-2015	4856985 17-NOV-2015	Red Book Connect, LLC Registered.
CLARIFI	35	87581302 23-AUG-2017		Red Book Connect, LLC Pending.
CLARIFI	42	87581304 23-AUG-2017		Red Book Connect, LLC Pending.
Design Only 	16	75505433 19-JUN-1998	2291009 09-NOV-1999	Red Book Connect, LLC Registered.
DIGITAL RED BOOK	9, 42	85917035 29-APR-2013	4680504 03-FEB-2015	Red Book Connect, LLC Registered.
ISPEC 	16	78959308 24-AUG-2006	3506666 23-SEP-2008	Red Book Connect, LLC Registered.
MACROMATIX	9	87320089 31-JAN-2017	5271143 22-AUG-2017	Red Book Connect, LLC Registered.
MACROMATIX	35	87320116 31-JAN-2017	5305442 10-OCT-2017	Red Book Connect, LLC Registered.
MACROMATIX	42	87320130 31-JAN-2017	5439365 03-APR-2018	Red Book Connect, LLC Registered.
PLANIT PLANNERS 	40	85651769 14-JUN-2012	4511441 08-APR-2014	Red Book Connect, LLC Registered.
POCKET ROCKET	16	74729144 14-SEP-1995	2062636 20-MAY-1997	Red Book Connect, LLC Registered.
RED BOOK CONNECT	42	85984345 07-MAY-2013	5481223 29-MAY-2018	Red Book Connect, LLC Registered; Section 2(F).
RED BOOK KEEP	9	87486354 13-JUN-2017		Red Book Connect, LLC Pending.

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor Status
RUNNING A RESTAURANT JUST GOT EASIER	42	86134769 04-DEC-2013	4697017 03-MAR-2015	Red Book Connect, LLC Registered.
SERVING THOSE WHO SERVE OTHERS	35	87479593 07-JUN-2017		Red Book Connect, LLC Pending.
SERVING THOSE WHO SERVE OTHERS	42	87479588 07-JUN-2017		Red Book Connect, LLC Pending.
THE MANAGER'S RED BOOK 	16	78514601 10-NOV-2004	3100193 06-JUN-2006	Red Book Connect, LLC Registered; Partial Section 2(F).
THE MANAGER'S RED BOOK	16	86815115 10-NOV-2015	5020872 16-AUG-2016	Red Book Connect, LLC Registered; Section 2(F).
WE MAKE GOOD MANAGERS BETTER	16	78514610 10-NOV-2004	3087300 02-MAY-2006	Red Book Connect, LLC Registered.
DATAWORKS	41	74729141 14-SEP-1995	2080678 22-JUL-1997	Red Book Connect, LLC Registered.
HOTSCHEDULES 	42	76700160 30-OCT-2009	3808834 29-JUN-2010	HotSchedules.com, Inc. Registered.
HOTSCHEDULES	42	86238453 01-APR-2014	4632079 04-NOV-2014	HotSchedules.com, Inc. Registered.
JOBSABI	35	86479305 12-DEC-2014	4819825 22-SEP-2015	HotSchedules.com, Inc. Registered.

PATENTS

None.