

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Top Echelon Software, LLC		07/22/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Juno Capital LLC, as Agent		
Street Address:	600 Montgomery Street		
Internal Address:	Suite 260		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5170080	TOP ECHELON	
Registration Number:	3134648	TOP ECHELON	
Registration Number:	2622173	RECOMMENDED RECRUITER	
Registration Number:	2599250	JOB JAVELIN	
Registration Number:	2301938	TOP ECHELON	
Registration Number:	2198909	BIG BILLER	
Registration Number:	2073291	TOP ECHELON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergekohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7663.005		

OP \$190.00 5170080

NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/23/2019
Total Attachments: 5 source=5. Trademark Security Agreement#page1.tif source=5. Trademark Security Agreement#page2.tif source=5. Trademark Security Agreement#page3.tif source=5. Trademark Security Agreement#page4.tif source=5. Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of July, 2019, by and between TOP ECHELON SOFTWARE, LLC, a Delaware limited liability company (the "Grantor"), and JUNO CAPITAL LLC, in its capacity as agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement"), among Grantor, the affiliates of Grantor party thereto, the financial institutions or other entities from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each individually a "Lender" and collectively, the "Lenders") and Agent, the Lenders have agreed to make certain loans to or for the benefit of Grantor pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is 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, 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.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Agent and the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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, including those referred to on Schedule I; and
- (b) all products and proceeds (as that term is defined in the UCC) of the foregoing;

provided, that Trademark Collateral shall not include any properties or interests in properties expressly excluded from the Collateral pursuant to the terms of the Loan Agreement.

3. SECURITY FOR THE 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 Obligations and would be owed by Grantor to Agent, the Lenders, or any of

them, whether or not such Obligations are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lenders, pursuant to the Loan Agreement. 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 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. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration, subject to the terms of the Loan Agreement. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights registered under the laws of the United States of Grantor except any such rights excluded from the Collateral pursuant to the terms of the Loan Agreement. 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 signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile and electronic mail shall bind the parties hereto.


7. GOVERNING LAW. **THIS TRADEMARK SECURITY AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

TOP ECHELON SOFTWARE, LLC, a Delaware
limited liability company

By: 

Name: Mark Demaree

Title: Chief Executive Officer

**ACCEPTED AND
ACKNOWLEDGED BY:**

AGENT:

JUNO CAPITAL LLC, as Agent


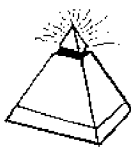
By: 

Name: Thomas Meister

Title: Chief Operating Officer & General Counsel

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Serial #	Filing Date	Registration Number	Registration Date	Registrant/ Assignee
 Top Echelon	87118145	07/27/2016	5170080	03/28/2017	Top Echelon Software, LLC
TOP ECHELON	76566377	12/22/2003	3134648	06/06/2006	Top Echelon Software, LLC
RECOMMENDED RECRUITER	76217448	03/01/2001	2622173	09/17/2002	Top Echelon Software, LLC
JOB JAVELIN	76210742	02/12/2001	2599250	07/23/2002	Top Echelon Software, LLC
TOP ECHELON	75557358	09/23/1998	2301938	12/21/1999	Top Echelon Software, LLC
BIG BILLER	75184050	10/21/1996	2198909	10/20/1998	Top Echelon Software, LLC
TOP ECHELON 	75022225	10/23/1995	2073291	06/24/1997	Top Echelon Software, LLC