

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 6464/0473		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBSTER BANK, NATIONAL ASSOCIATION		09/04/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BURNING GLASS INTERNATIONAL INC.		
Street Address:	One Lewis Wharf		
Internal Address:	2nd Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5330305	JOBPULSE	
Registration Number:	4756015	LABOR/INSIGHT	
Registration Number:	4593606	LENS/PRISM	
Registration Number:	4457774	LENS/SEARCH	
Registration Number:	4350321	LENS/MATCH	
Registration Number:	4350319	LENS/XRAY	
Registration Number:	4350126		
Registration Number:	4479778	BURNING GLASS	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		

CH \$215.00 5330305

ATTORNEY DOCKET NUMBER:	22024-323
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	09/05/2019

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is given as of September 4, 2019, by WEBSTER BANK, NATIONAL ASSOCIATION, as agent (in such capacity, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Credit Agreement referred to below), in favor of BURNING GLASS INTERNATIONAL INC., a Delaware corporation (the “Grantor”).

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of October 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “Credit Agreement”), by and among the Grantor, the other Credit Parties from time to time party thereto, the financial institutions from time to time party thereto as lenders (the “Lenders”) and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Grantor has entered into that certain Guaranty and Security Agreement, dated as of October 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by the Grantor and the other grantors party thereto, in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Security Agreement, as applicable;

WHEREAS, under the terms of the Security Agreement, the Grantor granted to the Agent, as security, a Lien on, and interest in the Grantor’s Trademark Collateral (as defined in the Trademark Security Agreement defined below), including, without limitation, the Grantor’s respective Trademarks listed on Schedule 1 attached hereto, pursuant to that certain Trademark Security Agreement, dated as of October 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) (the “Trademark Security Agreement”), by the Grantor in favor of the Agent;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (“USPTO”) on October 24, 2018 on Reel: 6464, Frame: 0473;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

The Agent hereby, on behalf of itself, the Lenders, the L/C Issuers and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent’s rights in any Trademark Collateral, the condition or value of

any Trademark Collateral, terminates, discharges and releases its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender to the Credit Parties to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral, pursuant to the Security Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security Lien on, and interest in, the Trademark Collateral as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of
the date first above written.

Very truly yours,

WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent

By: Matthew Oranges
Name: Matthew Oranges
Title: Senior Associate

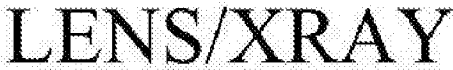


[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK
REEL: 006736 FRAME: 0903

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

REGISTERED TRADEMARKS

Mark	Owner	Serial No. / Filing Date	Registration No. / Registration Date
JOBPULSE Word Mark: JOBPULSE	Burning Glass International Inc.	86841010 / 12/7/2015	5330305 / 11/7/2017
LABOR/INSIGHT Word Mark: LABOR/INSIGHT	Burning Glass International Inc.	86441253 / 10/31/2014	4756015 / 6/16/2015
LENS/PRISM Word Mark: LENS/PRISM	Burning Glass International, Inc.	85800800 / 12/12/2012	4593606 / 8/26/2014
LENS/SEARCH Word Mark: LENS/SEARCH	Burning Glass International, Inc.	85800792 / 12/12/2012	4457774 / 12/31/2013
LENS/MATCH	Burning Glass International, Inc.	85800788 / 12/12/2012	4350321 / 6/11/2013

Word Mark: LENS/MATCH			
 Word Mark: LENS/XRAY	Burning Glass International, Inc.	85800781 / 12/12/2012	4350319 / 6/11/2013
 Mark: Design only	Burning Glass International, Inc.	85758825 / 10/19/2012	4350126 / 6/11/2013
 Word Mark: BURNING GLASS	Burning Glass International, Inc.	85758815 / 10/19/2012	4479778 / 2/11/2014