

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Infosoft Group LLC		09/16/2019	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Brookside Mezzanine Fund III, L.P.		
Street Address:	c/o Brookside Mezzanine Partners, 201 Tressler Blvd.		
Internal Address:	Suite 330		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3918583	MILWAUKEEJOBS.COM	
Registration Number:	2874444		
Registration Number:	3819203	LIVE HERE. WORK HERE.	
Serial Number:	88459367	LOCALJOBNETWORK	
Registration Number:	3819204	LOCALLY FOCUSED. NATIONALLY CONNECTED.	
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:	4155911000		
Email:	TrademarksSF@winston.com		
Correspondent Name:	Laura M. Franco, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco/		
DATE SIGNED:	09/16/2019		

CH \$140.00 3918583

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS **TRADEMARK SECURITY AGREEMENT** (this “Agreement”) dated as of September 16, 2019 is made by **THE INFOSFT GROUP LLC**, a Wisconsin limited liability company (the “Grantor”), located at 1000 Water Street Condominium, 1000 North Water Street, Milwaukee, WI 53202 in favor of **BROOKSIDE MEZZANINE FUND III, L.P.**, a Delaware limited partnership, located at do Brookside Mezzanine Partners, 201 Tresser Boulevard, Suite 330, Stamford, Connecticut 06901, in its capacity as agent (“Agent”) for itself and the other financial institutions (the “Lenders”) from time to time party to the Loan Agreement (as defined herein).

WITNESSETH:

WHEREAS, Grantor, certain of Grantor’s affiliates, Agent and the Lenders have entered into that certain Senior Subordinated Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Grantor; and WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Grantor’s Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

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

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) References to “Sections”, and “Schedules” shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”.
- (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien and mortgage in and to and right of setoff against all of Grantor’s now

owned or existing and filed and hereafter acquired or arising and filed Trademarks constituting Collateral, including those listed on Schedule A attached hereto; provided that the foregoing shall not include any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the “PTO”) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

4. Nature and Continuation of Agent’s and Lenders’ Security Interest. This Agreement is made for collateral security purposes only.

5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.

6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.

8. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of Agent and its successors and assigns as permitted by the Loan Agreement. Grantor’s successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Agent.

9. Governing Law. This Agreement shall be governed by and shall be construed and enforced in accordance with the applicable laws set forth in the Loan Agreement.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via facsimile or electronic (i.e., “pdf” or “tif”) transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which

counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon the Payment in Full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

14. Subordination. This Agreement and the indebtedness and liens evidenced hereby are subordinate, in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Subordination Agreement") dated as of September 16, 2019, among Agent and Ally Bank, and acknowledged by, among others, Grantor and The Infosoft Group Holding Co. LLC, a Delaware limited liability company, to the Senior Indebtedness (as defined in such Subordination Agreement); and each holder of this Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

THE INFOSOFT GROUP LLC,
a Wisconsin limited liability company

By: _____

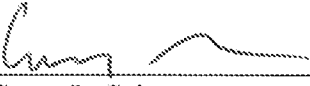
Name: Jim McCann

Title: Chief Financial Officer

AGENT:

BROOKSIDE MEZZANINE FUND III, L.P.

By: BROOKSIDE MEZZANINE PARTNERS III, LLC,
its General Partner

By: 
Name: Corey L. Sclar
Title: Managing Partner

(Signature Page to Trademark Security Agreement – Brookside)

TRADEMARK
REEL: 006745 FRAME: 0336

SCHEDULE A
to Trademark Security Agreement
TRADEMARKS

Owner	Mark	Application #1	Registration #	Application Date	Registration Date	Status
The Infosoft Group, LLC	MilwaukeeJobs.com	77859563	3918583	10/28/2009	2/15/2011	Registered
The Infosoft Group, LLC	Briefcase logo	78220032	2874444	2/28/2003	8/17/2014	Registered
The Infosoft Group, LLC	Live here. Work here.	77616684	3819203	11/18/2008	7/13/2010	Registered
The Infosoft Group, LLC	Nationally focused. Locally connected	77616694	3819204	11/18/2008	7/13/2010	Registered
The Infosoft Group, LLC	LocalJobNetwork	88459367	n/a	6/4/2019	n/a	Application submitted