

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543440

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bullhorn, Inc.		10/01/2019	Corporation: DELAWARE
Sendouts, LLC		10/01/2019	Corporation: MISSOURI
Bullhorn Global, Inc.		10/01/2019	Corporation: DELAWARE
PeopleNet Corporation		10/01/2019	Corporation: GEORGIA
Talent Rover LLC		10/01/2019	Corporation: DELAWARE

Limited Liability Company
10/8/19

RECEIVING PARTY DATA	
Name:	Golub Capital Markets LLC, as Collateral Agent
Street Address:	666 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10103
Entity Type:	Limited Liability Company: DELAWARE

Limited Liability Company
10/11/19
10/8/19

PROPERTY NUMBERS Total: 19		
Property Type	Number	Word Mark
Registration Number:	5152640	
Registration Number:	5152639	
Registration Number:	4515535	BULLHORN MOBILE
Registration Number:	4385189	ATANGO
Registration Number:	4045102	BULLHORN REACH
Registration Number:	4030307	MAXHIRE
Registration Number:	3553843	BULLHORN360
Registration Number:	3592721	MYBULLHORN
Registration Number:	3505050	SENDOUTS
Registration Number:	2982132	BULLHORN
Registration Number:	1856410	PEOPLENET
Registration Number:	4060709	PEOPLENET
Registration Number:	4367735	CIRRUS CTMS
Registration Number:	4356703	CIRRUS CTMS
Registration Number:	4356702	CIRRUS CTMS

CH \$490.00 5152640

Property Type	Number	Word Mark
Registration Number:	4387128	TALENT ROVER
Registration Number:	4385830	TR TALENT ROVER
Serial Number:	88496325	ENGAGE
Serial Number:	88450735	BULLHORN ONE

CORRESPONDENCE DATA

Fax Number: 2123548113
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: 6463667120
Email: iprecordations@whitecase.com
Correspondent Name: Daniel Gold
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1182886-0093-N997
NAME OF SUBMITTER:	Daniel Gold
SIGNATURE:	/Daniel Gold/
DATE SIGNED:	10/01/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2019 (this “Agreement”), among Bullhorn, Inc., a Delaware corporation, Sendouts, LLC, a Missouri corporation, Bullhorn Global, Inc., a Delaware corporation, PeopleNet Corporation, a Georgia Corporation and Talent Rover LLC, a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) that certain Credit Agreement, dated as of October 1, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among REVERE HOLDING, INC., a Delaware corporation (“Holdings”), BULLHORN, INC., a Delaware corporation (the “Borrower”), and GOLUB CAPITAL MARKETS LLC, as the administrative agent, and (b) that certain Collateral Agreement, dated as of October 1, 2019 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, INVENIAS LIMITED, a private company incorporated and registered in England and Wales (the “UK Grantor”), the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 1. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 2. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 3. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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

BULLHORN, INC., as Grantor

By 
Name: Brian Sylvester
Title: Chief Financial Officer

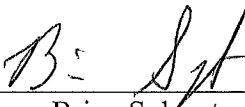
SENDOUTS, LLC, as Grantor

By 
Name: Brian Sylvester
Title: Chief Financial Officer

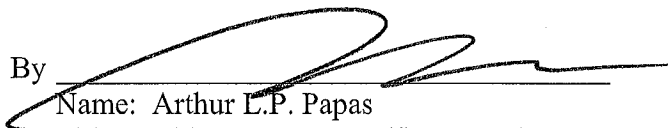
BULLHORN GLOBAL, INC., as Grantor

By 
Name: Brian Sylvester
Title: Chief Financial Officer

PEOPLET CORPORATION, as Grantor

By 
Name: Brian Sylvester
Title: Chief Financial Officer

TALENT ROVER LLC, as Grantor

By 
Name: Arthur L.P. Papas
Title: Chief Executive Officer, President
and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006774 FRAME: 0072

GOLUB CAPITAL MARKETS LLC, as
Collateral Agent

By


Name: Robert G. Tuchscherer



Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006774 FRAME: 0073

Schedule I

Trademarks

MARK NAME	APPLICATION NO.	FILED	REGISTRATION NO	REGISTERED	STATUS	CLASSES	OWNER
	86919470	02/25/2016	5152640	02/28/2017	Registered	042	Bullhorn, Inc.
	86919466	02/25/2016	5152639	02/28/2017	Registered	042	Bullhorn, Inc.
BULLHORN MOBILE	85739839	09/27/2012	4515535	04/15/2014	Registered	042	Bullhorn, Inc.
ATANGO	85618681	05/07/2012	4385189	08/13/2013	Registered	042	Sendouts, LLC
BULLHORN REACH	85280082	03/29/2011	4045102	10/25/2011	Registered	042	Bullhorn, Inc.
MAXHIRE	77853226	10/20/2009	4030307	09/27/2011	Registered	009; 042	Bullhorn Global, Inc.
BULLHORN360	77473921	05/14/2008	3553843	12/30/2008	Registered	042	Bullhorn, Inc.
MYBULLHORN	77410881	03/03/2008	3592721	03/17/2009	Registered	042	Bullhorn, Inc.
SENDOUTS	77403818	02/22/2008	3505050	09/23/2008	Registered	035	Sendouts, LLC
BULLHORN	78338378	12/09/2003	2982132	08/02/2005	Registered	042	Bullhorn, Inc.
PEOPLENET	74358767	02/16/1993	1856410	09/27/1994	Registered	035	PeopleNet Corporation

MARK NAME	APPLICATION No.	FILED	REGISTRATION No	REGISTERED	STATUS	CLASSES	OWNER
PEOPLENET	77955216	03/10/2010	4060709	11/22/2011	Registered	009,035,042	PeopleNet Corporation
CIRRUS CTMS	85776313	11/09/2012	4367735	07/16/2013	Registered	009, 042	Talent Rover LLC
CIRRUS CTMS	85641505	06/01/2012	4356703	06/25/2013	Registered	042	Talent Rover LLC
CIRRUS CTMS	85641500	06/01/2012	4356702	06/25/2013	Registered	042	Talent Rover LLC
TALENT ROVER	85776323	11/09/2012	4387128	08/20/2013	Registered	042	Talent Rover LLC
TR TALENT ROVER	76713129	12/31/2012	4385830	08/20/2013	Registered	042	Talent Rover LLC

Trademark Applications

MARK NAME	APPLICATION No.	FILED	CLASSES	OWNER
ENGAGE	88496325	07/01/2019	041	Bullhorn, Inc.
BULLHORN ONE	88450735 ¹	05/29/2019	042	Bullhorn, Inc.

¹ Intent-to-use application shall not become Collateral until acceptance by the U.S. Patent and Trademark Office, of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto.