

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKILL SURVEY, INC.		11/26/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88407641	SKILLSURVEY CAREER READINESS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1157622 TM		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		
DATE SIGNED:	11/26/2019		
Total Attachments: 5			
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FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This First Supplement to Trademark Security Agreement (this “*Supplement*”) is made as of November 26, 2019, by and between **SKILL SURVEY, INC.**, a Delaware corporation (the “*Grantor*”), and **SILICON VALLEY BANK**, as Administrative Agent for itself and other secured parties (in such capacity, the “*Assignee*”).

WHEREAS, Grantor executed and delivered a Trademark Security Agreement, dated April 6, 2018 and recorded on April 6, 2018 at Reel 6308, Frame 0545 (as amended of record from time to time hereinafter, the “*Agreement*”) in favor of the Assignee, pursuant to which Grantor pledged, assigned and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, Grantor developed or acquired additional Trademarks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Trademarks in favor of the Assignee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Agreement.
2. Supplement to Schedule A. Schedule A to the Agreement is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto.
3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the Agreement remain in full force and effect. Grantor hereby ratifies, confirms and reaffirms all of the Obligations contained therein.
 - b. This Supplement and the Agreement cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.
 - c. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.
 - d. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Supplement by electronic

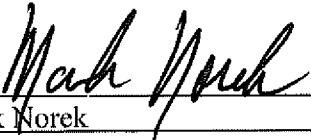
transmission shall be equally effective as delivery of an original executed counterpart hereof.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.


GRANTOR:

SKILL SURVEY, INC.

By: 
Name: Mark Norek
Title: CFO, Treasurer and Secretary

ACKNOWLEDGED AND ACCEPTED

SILICON VALLEY BANK,
as Administrative Agent

By: 
Name: Jeffrey Rallo
Title: Vice President

SCHEDULE A-1

TRADEMARKS

Loan Party	Registration or (Application/Serial No.) (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
Skill Survey, Inc.	App. No. 88,407,641	Apr. 29, 2019	U.S.	SKILLSURVEY CAREER READINESS

ny-1810438