

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM555044

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Motion Recruitment Partners LLC		12/20/2019	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KKR Loan Administration Services LLC
<b>Street Address:</b>	555 California Street
<b>Internal Address:</b>	50TH FLOOR
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94104
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	88199399	MRP
Serial Number:	88199394	MOTION RECRUITMENT
Serial Number:	86458524	TALENT AI
Serial Number:	87433784	TALENT UNBOUNDED
Serial Number:	86119798	SEVEN STEP RPO
Serial Number:	85947561	JOBSPRING
Serial Number:	85945285	TECH IN MOTION
Serial Number:	85259401	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE
Serial Number:	85259399	SEVENSTEP SIMPLY EFFECTIVE RPO
Serial Number:	85259396	JOBSPRING TALENT IN ACTION
Serial Number:	85258663	SIMPLY EFFECTIVE RPO
Serial Number:	85099304	MOTION RECRUITMENT PARTNERS
Serial Number:	87223997	JOBSPRING
Serial Number:	87224007	WORKBRIDGE
Serial Number:	87234032	WORKBRIDGE
Serial Number:	77672629	JOBSPRING PARTNERS
Serial Number:	77668943	WORKBRIDGE ASSOCIATES
Serial Number:	87234041	SEVEN STEP

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87234047	SEVENSTEP
Serial Number:	87234057	TALENT AI
Serial Number:	87234065	TALENT AI
Serial Number:	87420832	SEVENSTEP
Serial Number:	87572791	TIMMY AWARDS

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 4045723401  
**Email:** ssheesley@kslaw.com  
**Correspondent Name:** Steven Sheesley  
**Address Line 1:** 1180 Peachtree Street NE  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	22939.515103
<b>NAME OF SUBMITTER:</b>	Steven Sheesley
<b>SIGNATURE:</b>	//Steven Sheesley//
<b>DATE SIGNED:</b>	12/27/2019

**Total Attachments: 6**  
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GRANT OF  
SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of December 20, 2019, is made by Motion Recruitment Partners LLC, a Delaware limited liability company, located at 131 Clarendon Street 3<sup>rd</sup> Floor, Boston, MA 20116 (the “Grantor”), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Motion Recruitment Partners LLC, a Delaware limited liability company (the “Borrower”), MRP Holdco, Inc., a Delaware corporation (“Holdings”), the Lenders and KKR Loan Administration Services LLC, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and the Subsidiary Guarantors from time to time party thereto have entered into the Guarantee and Collateral Agreement, dated as of December 20, 2019, with the Administrative Agent and the Collateral Agent for the benefit of the Secured Parties (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent and the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor’s right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but

excluding any Excluded Property) (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

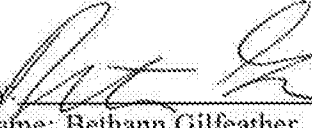
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

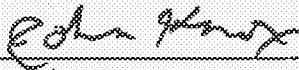
MOTION RECRUITMENT PARTNERS LLC, as  
Grantor

By:   
Name: Bethann Gilfeather  
Title: President

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 006826 FRAME: 0658**

KKR LOAN ADMINISTRATION SERVICES LLC, as  
Collateral Agent

By:   
Name: John Knox  
Title: Authorized Signatory

Schedule A

U.S. Trademark Registrations

<b>Owner</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Serial No.</b>	<b>Filing Date</b>
Motion Recruitment Partners LLC	MRP	5798971	July 9, 2019	88199399	November 19, 2018
Motion Recruitment Partners LLC	Motion Recruitment	5798970	July 9, 2019	88199394	November 19, 2018
Motion Recruitment Partners LLC	TALENT AI	5121307	January 10, 2017	86458524	November 19, 2014
Motion Recruitment Partners LLC	TALENT UNBOUNDED	5340392	November 21, 2017	87433784	May 2, 2017
Motion Recruitment Partners LLC	SEVEN STEP RPO	4694260	March 3, 2015	86119798	November 15, 2013
Motion Recruitment Partners LLC	JOBSRING	4465659	January 14, 2014	85947561	May 31, 2013
Motion Recruitment Partners LLC	TECH IN MOTION	4494064	March 11, 2014	85945285	May 29, 2013
Motion Recruitment Partners LLC	WORKBRIDGE WHERE PEOPLE MEET PERFORMANCE (Stylized)	4343042	May 28, 2013	85259401	March 7, 2011
Motion Recruitment Partners LLC	SEVEN STEP SIMPLY EFFECTIVE RPO (Stylized)	4343041	May 28, 2013	85259399	March 7, 2011
Motion Recruitment Partners LLC	JOBSRING TALENT IN ACTION (Stylized)	4343040	May 28, 2013	85259396	March 7, 2011
Motion Recruitment Partners LLC	SIMPLY EFFECTIVE RPO	4343039	May 28, 2013	85258663	March 4, 2011
Motion Recruitment Partners LLC	MOTION RECRUITMENT PARTNERS	4143388	May 15, 2012	85099304	August 3, 2010
Motion Recruitment Partners LLC	JOBSRING (Stylized)	5218343	June 6, 2017	87223997	November 2, 2016
Motion Recruitment Partners LLC	WORKBRIDGE	5218344	June 6, 2017	87224007	November 2, 2016
Motion Recruitment Partners LLC	WORKBRIDGE (Stylized)	5218541	June 6, 2017	87234032	November 11, 2016
Motion Recruitment Partners LLC	JOBSRING PARTNERS	3883524	November 30, 2010	77672629	February 18, 2009
Motion Recruitment Partners LLC	WORKBRIDGE ASSOCIATES	3883518	November 30, 2010	77668943	February 12, 2009
Motion Recruitment Partners LLC	SEVEN STEP	5362703	December 26, 2017	87234041	November 11, 2016
Motion Recruitment Partners LLC	SEVENSTEP (Stylized)	5362704	December 26, 2017	87234047	November 11, 2016

Motion Recruitment Partners LLC	TALENT AI	5870068	September 24, 2019	87,234,057	November 11, 2016
Motion Recruitment Partners LLC	TALENT AI	5870069	September 24, 2019	87,234,065	November 11, 2016
Motion Recruitment Partners LLC	SEVENSTEP	5473101	May 22, 2018	87,420,832	April 21, 2017
Motion Recruitment Partners LLC	TIMMY AWARDS	5568417	August 17, 2017	87,572,791	August 17, 2017