

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560689

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOVERNMENTJOBS.COM, INC.		02/05/2020	Corporation: CALIFORNIA
FIRSTNET LEARNING, INC.		02/05/2020	Corporation: DELAWARE
HIGH LINE SOFTWARE, INC.		02/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS MIDDLE MARKET LENDING CORP.		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4308168	NEOGOV	
Registration Number:	4028144	KNOWLEDGE @ WORK	
Registration Number:	4636206	HIGHLINE	
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:	3128622000		
Email:	jeffrey.norgle@kirkland.com		
Correspondent Name:	Jeffrey Norgle		
Address Line 1:	300 NORTH LASALLE		
Address Line 2:	KIRKLAND & ELLIS LLP		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	31223-436		
NAME OF SUBMITTER:	Jeffrey Norgle		
SIGNATURE:	/Jeffrey Norgle/		
DATE SIGNED:	02/05/2020		

CH \$90.00 4308168

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2020 (this "Agreement"), among GOVERNMENTJOBS.COM, INC., FIRSTNET LEARNING, INC. AND HIGH LINE SOFTWARE, INC. (each a "Grantor" and together the "Grantors") and GOLDMAN SACHS MIDDLE MARKET LENDER CORP. ("GSAM"), as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of February 5, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NGV INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("Initial Holdings"), GOVERNMENTJOBS.COM, INC., a California corporation (the "Borrower"), the other GRANTORS from time to time party thereto and GSAM, as the administrative agent, and (b) the Collateral Agreement dated of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Borrower, 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 of the Grantors (other than the Borrower) 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:

SECTION 1. 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 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantors hereby grant 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 Grantors' right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges 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 filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act.

SECTION 3. 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 4. Collateral Agreement. The Grantors hereby acknowledge and affirm 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 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GOVERNMENTJOBS.COM, INC., as Grantor

By 
Name: Shane Evangelist
Title: Chief Executive Officer and President

FIRSTNET LEARNING, INC., as Grantor

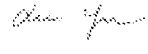
By 
Name: Shane Evangelist
Title: Chief Executive Officer and President

HIGH LINE SOFTWARE, INC., as Grantor

By 
Name: Shane Evangelist
Title: Chief Executive Officer and President

**GOLDMAN SACHS MIDDLE MARKET LENDING
CORP., as Collateral Agent**

By: Goldman Sachs Asset Management, L.P., solely
in its capacity as Investment Manager

By: 

Name: David Yu
Title: Duly Authorized Signatory

Schedule I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark & Design	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
NEOGOV	4308168	26-Mar-2013	GovernmentJobs.com, Inc.
knowledge@work	4028144	20-Sept-2011	FirstNet Learning, Inc.
HIGHLINE	4636206	11-Nov-2014	High Line Software, Inc.