

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Careerlink, LLC		05/08/2020	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	TEXAS CAPITAL BANK, NATIONAL ASSOCIATION		
Street Address:	2350 LAKESIDE BOULEVARD, SUITE 800		
City:	RICHARDSON		
State/Country:	TEXAS		
Postal Code:	75082		
Entity Type:	National Banking Association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2442439	CAREERLINK	
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:	4692098326		
Email:	becky@colvenandtran.com		
Correspondent Name:	Becky Tran		
Address Line 1:	1401 Burnham Drive		
Address Line 4:	Plano, TEXAS 75093		
NAME OF SUBMITTER:	Becky Tran		
SIGNATURE:	/Becky Tran/		
DATE SIGNED:	06/11/2020		
Total Attachments: 15			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CAREERLINK, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Citizenship (see guidelines) NEBRASKA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) MAY 8, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TEXAS CAPITAL BANK, N.A.

Street Address: 2350 LAKESIDE BOULEVARD, SUITE 800

City: RICHARDSON

State: TEX

Country: USA Zip: 75082

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship TEXAS

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2442439

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CAREERLINK

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: COLVEN, TRAN & MEREDITH, P.C.

Internal Address: _____

Street Address: 1401 BURNHAM DRIVE

City: PLANO

State: TX Zip: 75093

Phone Number: (469) 209-8326

Docket Number: _____

Email Address: BECKY@COLVENANDTRAN.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Becky Tran
Signature: *Becky Tran, Attorney-in-fact for Texas Capital Bank, N.A.* Date: *6/11/2020*

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules hereto, this "Trademark Security Agreement") is made and entered into effective as of May 8, 2020 by and between **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION** (the "Secured Party"), whose address is 2350 Lakeside Boulevard, Suite 800, Richardson, Texas 75082, and **CAREERLINK, LLC**, a Nebraska limited liability company (the "Debtor"), whose address is 1905 Harney Street, Suite 160, Omaha, Nebraska 68102.

RECITALS

WHEREAS, Debtor has executed and delivered to Secured Party a promissory note of even date herewith in the original principal amount of One Million Nine Hundred Eighty-One Thousand and No/100 Dollars (\$1,981,000.00) (the "Note"), evidencing a loan made or to be made by Lender to Debtor (individually and collectively referred to as the "Loan"), pursuant to a Loan Agreement of even date herewith (the "Loan Agreement"); and

WHEREAS, Debtor derives or expects to derive, directly or indirectly, substantial income and benefits from the operations and profits generated by Debtor; and

WHEREAS, it is a condition precedent to the Secured Party's entry into the Loan that Debtor shall have executed and delivered the Trademark Security Agreement to Secured Party; and

WHEREAS, Debtor wishes to grant the Secured Party a security interest in its technology, information, documentation, trade secrets, inventions, source code, object code, and other similar and related things necessary in order to secure the payment and performance of the Debtor under the Note, as more particularly described herein; and

WHEREAS, the Debtor and Secured Party by this instrument seek to confirm and make a record of the collateral assignment of and grant of a security interest in the Collateral (hereinafter defined).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby acknowledges and confirms that it has made a collateral assignment to Secured Party of, and has granted to Secured Party a security interest in all of Debtor's right, title, and interest in, to, and under the Collateral, and the parties hereby agree as follows:

1. **Collateral.** For purposes of this Security Agreement, "Collateral" shall mean and refer to any and all of Debtor's present and future right, title and interest in and to the following items, together with any and all rights corresponding or similar to the following items under applicable law:
- (a) All patents, patent applications, and like protection, including, without limitation, improvements, diversions, continuations, renewals, reissues and extensions thereof now existing or hereafter filed, issued, or acquired (the "Patents");
 - (b) All inventions now owned by Debtor or hereafter made, created, or acquired by or for Debtor whether or not any of said inventions are patentable, including, without limitation, those inventions disclosed and/or claimed in Debtor's patents and patent applications (the "Inventions");
 - (c) All works of authorship, copyrights, copyright applications, copyright registrations, and like protection, including, without limitation, renewals, rights of termination, continuations, divisions, and extensions thereof, now existing or hereafter acquired, whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law ("Copyrights");
 - (d) All rights of action on account of past, present and future unauthorized use or infringement of any of said Inventions, Patents, or Copyrights;
 - (e) All customer lists, trade secrets, business records, license rights, and agreements, whether Debtor is a licensor or licensee, license fees, royalties, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, name plates, catalogs, supplier contracts, confidential information, consulting agreements, engineering contracts, and all assets associated with Debtor's Patents, Inventions, Copyrights, or Trademarks (as defined in subparagraph (i) below);
 - (f) All income, royalties, damages, and payments relating to Debtor's Patents, Inventions, Copyrights, and Trademarks, now or hereafter due and/or payable, including, without limitation, damages and payments for past or future infringement of any rights conveyed hereunder;
 - (g) All foreign rights corresponding to the above described rights, including, without limitation, those available by treaty and reciprocity;
 - (h) All of the proceeds and products of any of the foregoing (the assets enumerated in subparagraphs (a) through (h) being hereinafter collectively referred to as the "Intellectual Property Assets");

- (i) All trademarks, service marks, trade names, trademark applications, trademark registrations, service mark registrations, trade name registrations, rights analogous to trademark and service mark rights, and like protection, including, without limitation, renewals, divisions and extensions thereof, now existing or hereafter arising, created or acquired by Debtor (the "Trademarks");
- (j) All rights of action on account of past, present and future unauthorized use or infringement of any said trademarks;
- (k) The entire goodwill of the business of Debtor connected with and symbolized by the Trademarks and other intangibles of Debtor.

2. **Obligations Secured.** This Trademark Security Agreement and the security interest created hereby are given for the purpose of securing Debtor's performance of all obligations of the Debtor to the Secured Party under the Loan or this Trademark Security Agreement. All obligations secured hereby are hereinafter collectively referred to as the "Obligations."

3. **Grant of Security Interest.** As collateral security for the prompt performance, observance and indefeasible payment in full of all the Obligations, Debtor hereby grants to Secured Party a continuing first priority security interest in and a general lien upon, and a conditional assignment of the Collateral.

4. **Representations, Warranties, and Covenants.** Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

- (a) Debtor shall pay and perform all of the Obligations according to their terms.
- (b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder, (ii) the security interests permitted under the Loan, and (iii) the licenses permitted under Section 4(e) below.
- (c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan. Nothing in this Trademark Security Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Trademark Security Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the United States Patents and Trademark Office or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Schedule 1 hereto and has not granted any licenses with respect thereto other than as set forth in Schedule 2 hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Schedule 3 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its good faith discretion, but shall have no obligation whatsoever to, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan or the Note and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 3 hereof shall automatically apply thereto. Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Collateral and Debtor will not do any act, nor omit to do any act, whereby the Collateral may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Collateral may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance as is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Collateral as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Collateral that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Trademark Security Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Collateral invalid or unenforceable, in whole or part, nor is the validity or enforceability of any of the Collateral presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any of the Collateral or is likely to cause confusion with any of the Collateral. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as is advisable for the protection of Secured Party's interest in and to the Collateral.

(l) Debtor assumes all responsibility and liability arising from the use of the Collateral and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any of the Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Trademark Security Agreement and the termination or non-renewal of the Loan.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Trademark Security Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan or the Note and shall be part of the Obligations secured hereby.

5. **Events of Default.** The occurrence or existence of any event of default under the Obligations is referred to herein individually as an "Event of Default."

6. **Secured Party's Rights and Remedies.** At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Trademark Security Agreement, the Loan, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised (but without any obligation to so exercise) without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or under the Indenture:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Collateral or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Collateral for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner as is appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) business days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which are appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 4(f) herein, one or more instruments of assignment of the Collateral (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Collateral against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining

proceeds to such of the Obligations as Secured Party may in its good faith discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan or the Note.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Collateral and Debtor's customer lists and other records relating to the Collateral and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the Loan, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

7. Miscellaneous Provisions.

(a) This Trademark Security Agreement, the Loan, and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(b) If any provision of this Trademark Security Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Trademark Security Agreement as a whole, but this Trademark Security Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(c) Neither this Trademark Security Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(d) Beyond the exercise of reasonable care in the custody thereof, the Secured Party shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Secured Party shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security

interest in the Collateral. The Secured Party shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Secured Party in good faith.

(e) The Secured Party shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Secured Party, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Debtors to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

(f) The Secured Party shall have no duty to act outside of the United States in respect of any Collateral located in the jurisdiction other than the United States.

8. **Loan Guaranty.** The Note secured by this Trademark Security Agreement was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA guidelines:

- (a) When the SBA is the holder of the Note, this Trademark Security Agreement and all documents evidencing or securing the Note will be construed in accordance with federal law.
- (b) Secured Party or the SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. Neither Debtor nor any guarantor may claim or assert against the SBA any local or state law to deny any obligation of Debtor or defeat any claim of the SBA in respect to the Note and this Agreement.

Any clause in this Trademark Security Agreement requiring arbitration is not enforceable when the SBA is the holder of the Note secured by this Trademark Security Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement on the date first above written.

DEBTOR:

CAREERLINK, LLC,
a Nebraska limited liability company

By:  **PRESIDENT**
Phillip G. Greenwood, President

STATE OF WASHINGTON §

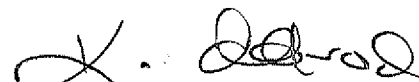
COUNTY OF King §
§

On this 8th day of May, 2020, Phillip G. Greenwood, as President of Careerlink, LLC, a Nebraska limited liability company, before me personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his free act and deed.

I certify under Penalty of Perjury under the laws of the State of Washington that the foregoing paragraph is true and correct.

Witness my hand and official seal.




Notary Public in and for the
State of Washington

Expires: 5.12.21

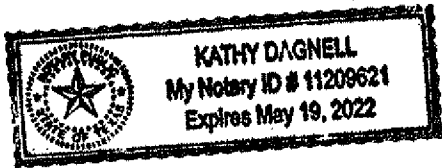
SECURED PARTY:

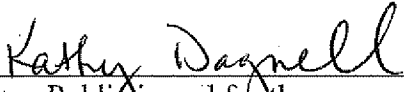
**TEXAS CAPITAL BANK,
NATIONAL ASSOCIATION**

By: 
Debra Cheek, Vice President

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This Trademark Security Agreement was acknowledged before me on the 30 day of May, 2020 by Debra Cheek, as Vice President of Texas Capital Bank, National Association, on behalf of the bank.




Notary Public in and for the
State of Texas

SCHEDULE I

Existing and Pending Trademarks

The following existing and pending trademarks are owned by Debtor:

COUNTRY	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE	MARK
USA	Serial No. 75902078 Registration No. 2442439	January 21, 2000	CAREERLINK
USA	Serial No. Registration No.		

SCHEDULE 2

Grant of Licenses

None.

SCHEDULE 3

SPECIAL POWER OF ATTORNEY

STATE OF WASHINGTON §
 §
COUNTY OF King §

KNOW ALL MEN BY THESE PRESENTS, that **CAREERLINK, LLC**, a Nebraska limited liability company (“Debtor”), having an office at 1905 Harney Street, Suite 160, Omaha, Nebraska 68102, hereby appoints and constitutes, severally, _____ as authorized representative of **TEXAS CAPITAL BANK, NATIONAL ASSOCIATION**, whose address is 2350 Lakeside Boulevard, Suite 800, Richardson, Texas 75082 (the “Secured Party”), its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks, patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, by and between Debtor and Secured Party (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until the “Note”, as such term is defined in the Trademark Security Agreement, are paid in full and the Trademark Security Agreement is terminated in writing by Secured Party.

[Signatures on Following Page]

Dated: May 8, 2020

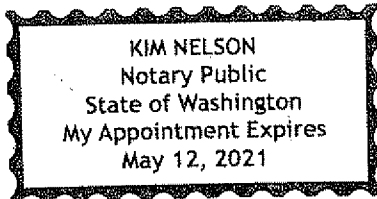
CAREERLINK, LLC,
a Nebraska limited liability company

By: *Phillip G. Greenwood* *PRESIDENT*
Phillip G. Greenwood, President

On this *8th* day of May, 2020, Phillip G. Greenwood, as President of Careerlink, LLC, a Nebraska limited liability company, before me personally appeared, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it as his free act and deed.

I certify under Penalty of Perjury under the laws of the State of Washington that the foregoing paragraph is true and correct.

Witness my hand and official seal.



K. Nelson
Notary Public in and for the
State of Washington
Expires: 5.12.21