

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM611599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WESTERN ALLIANCE BANK		11/30/2020	Corporation: ARIZONA

## RECEIVING PARTY DATA

<b>Name:</b>	TALENT WORLDWIDE INC.
<b>Street Address:</b>	113 UNIVERSITY PLACE, 5TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	CAREER SERVICES GROUP, INC.
<b>Street Address:</b>	113 UNIVERSITY PLACE, 5TH FLOOR
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10003
<b>Entity Type:</b>	Corporation: WASHINGTON

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4628567	TOPRESUME
Registration Number:	4026148	JOBFOX BOOST
Registration Number:	3644972	THE TOP PERFORMER'S JOB MARKET
Registration Number:	3552081	BETTER MONDAYS
Registration Number:	3265226	DOOSTANG
Registration Number:	3700041	JOBFOX MUTUAL SUITABILITY SYSTEM
Registration Number:	3696793	MY JOBFOX CONNECTIONS
Registration Number:	3636173	RESUMEPAL
Registration Number:	3596747	JOBMATCHNETWORK
Registration Number:	3505970	JOBFOX
Registration Number:	3293459	JOBFOX
Registration Number:	2899604	INTERVIEWSMART
Registration Number:	2251467	CAREERPERFECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2197776	CAREERPERFECT

**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: 800-494-5225  
 Email: ipteam@cogencyglobal.com  
 Correspondent Name: Stewart Walsh  
 Address Line 1: 1025 Vermont Ave NW, Suite 1130  
 Address Line 2: COGENCY GLOBAL Inc.  
 Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1296078 TM
<b>NAME OF SUBMITTER:</b>	ANDREW NASH
<b>SIGNATURE:</b>	/ANDREW NASH/
<b>DATE SIGNED:</b>	12/01/2020

**Total Attachments: 6**

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## TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

This Termination and Release of Security Interests in Intellectual Property (this "**Release**") is made by Western Alliance Bank, an Arizona corporation (the "**Lender**") in favor of Talent Worldwide Inc., a Delaware corporation (formerly known as Talent, Inc.) and Career Services Group, Inc., a Washington corporation (each a "**Grantor**", and collectively, the "**Grantors**"). Capitalized terms used herein, but not otherwise defined have the meaning ascribed to such terms in the Intellectual Property Security Agreement (as defined below).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 21, 2017, by and between Lender and Grantors (as amended to date, the "**Loan Agreement**"), Grantors executed and delivered an Intellectual Property Security Agreement on November 21, 2017, in favor of the Lender, (the "**Intellectual Property Security Agreement**"), which was recorded on (i) November 21, 2017 at Reel 006211 Frame 0622 in the U.S. Patent and Trademark Office, and (ii) November 27, 2017 at volume 9945 document number 392 and February 2, 2018 at volume 9948 document number 100 with the United States Copyright Office.

WHEREAS, pursuant to the Loan Agreement and the Intellectual Property Security Agreement, each Grantor granted to the Lender a security interest ("**Security Interest**") in all right, title and interest of such Grantor in any of the following (collectively, the "**Intellectual Property Collateral**"): (a) copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (the "**Copyrights**"), including the Copyrights described on Exhibit A hereto; (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower (as defined in the Loan Agreement) connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described on the Exhibit B hereto; (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"); (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**"); (e) trade secrets, and any and all intellectual property rights in computer software and computer software products; (f) design rights; (g) claims for damages by way of past, present and future infringement of any of the rights included above with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above; (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, Lender wishes to release, terminate, cancel and discharge the Security Interest in and to the Intellectual Property Collateral without representation or warranty, any right, title or interest it may have in the Intellectual Property Collateral, and to expunge any recordation of the Security Interest insofar as it pertains to the Intellectual Property Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby forever releases, terminates, cancels and discharges the entire Security Interest in and to all of the Intellectual Property Collateral granted to the Lender under the Intellectual Property Security Agreement.


The Lender hereby agrees to execute and deliver to each Grantor such instruments and documents, and to take such other actions, and to give such further assurances as each Grantor reasonably (all at Grantor's expense) shall request to terminate any security interest in the Intellectual Property Collateral and otherwise to effectuate the termination and release of the Security Interest in the Intellectual Property Collateral.

The Lender acknowledges and agrees that each Grantor and its successors and assigns may rely upon this Release, and each Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Intellectual Property Collateral) is hereby authorized to record this Release with the United States Copyright Office and the United States Patent and Trademark Office, as applicable. The Lender represents and warrants that it has not transferred or assigned all or any part of the Security Interest in the Intellectual Property Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Lender has caused this Release to be executed by a duly authorized officer thereunto.

WESTERN ALLIANCE BANK,  
as Lender

By:   
Name: Rosa L. Nunes  
Title: Director

**EXHIBIT A**  
**COPYRIGHTS**

Name of	Type of Work:	Title:	Registration	Filing Date:
Owner			Number:	
CSG	Computer File	[Career perfect career design]	TX0005141767	1999-10-28
CSG	Computer File	CareerDesign:SKV:userlic.htm.	TX0005079296	1999-10-12
CSG	Computer File	CareerPerfect Interviewing Program.	TX0004674833	1997-11-14
CSG	Text	CareerPerfect InterviewSmart.	TX0004625663	1997-11-04
CSG	Computer File	CareerPerfect values inventory.	TX0004666313	1997-11-14
CSG	Computer File	CareerPerfect Web Site.	TX0004713098	1997-11-14
CSG	Text	CareerPerfect work performance-inventory.	TX0004821032	1997-11-14

**EXHIBIT B**  
**TRADEMARKS AND TRADEMARK APPLICATIONS SCHEDULE**

Owner	Description:	U.S. Serial	U.S.	Registration Date
		Number:	Registration	
			Number	
Talent	TOPRESUME	86237501	4628567	October 28, 2014
Talent	JOBFOX BOOST	85247337	4026148	September 13, 2011
Talent	THE TOP PERFORMER'S JOB MARKET	78695057	3644972	June 23, 2009*
Talent	BETTER MONDAYS	78907054	3552081	December 23, 2008*
Talent	DOOSTANG	78974971	3265226	July 17, 2007
Talent	JOBFOX MUTUAL SUITABILITY SYSTEM	77526042	3700041	October 20, 2009*
Talent	MY JOBFOX CONNECTIONS	77526035	3696793	October 13, 2009*
Talent	RESUMEPAL	77365738	3636173	June 9, 2009*
Talent	JOBMATCHNETWORK	77058046	3596747	March 24, 2009*
Talent	JOBFOX	77146286	3505970	September 23, 2008*
Talent	JOBFOX	77103695	3293459	September 18, 2007
CSG	INTERVIEWSMART	78254253	2899604	November 2, 2004
CSG	CAREERPERFECT	75479822	2251467	June 8, 1999
CSG	CAREERPERFECT	75330761	2197776	October 20, 1998

\*Indicates dead, abandoned or cancelled trademark

**EXHIBIT C**  
**PATENTS**

None