

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wynden Stark LLC		05/11/2021	Limited Liability Company: DELAWARE
Wyden Stark Ltd.		05/11/2021	Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Corbel Capital Partners SBIC, L.P.		
Street Address:	11777 San Vicente Blvd., Suite 777		
Internal Address:	c/o Corbel Structured Equity Partners		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90049		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90573190	BYEBIAS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395866		
Email:	felicia.gordon@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	111886.0011		
NAME OF SUBMITTER:	Felicia D. Gordon		
SIGNATURE:	/Felicia D. Gordon/		
DATE SIGNED:	05/21/2021		
Total Attachments: 10			

CH \$40.00 90573190

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11th day of May, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and CORBEL CAPITAL PARTNERS SBIC, L.P., in its capacity as administrative agent for the Purchasers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Senior Secured Promissory Note and Warrant Purchase Agreement, dated as of May 11, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the “Note Purchase Agreement”), by and among Wynden Holding Inc., a Delaware corporation, Wynden Stark LLC, a Delaware limited liability company (the “Issuer”), the purchasers party thereto as “Purchasers” (each of such Purchasers, together with its successors and assigns, is referred to hereinafter as a “Purchaser”), and Agent, the Purchasers have agreed to purchase Notes from the Issuer pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase Notes from the Issuer as provided for in the Note Purchase Agreement and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Purchasers, that certain Guaranty and Security Agreement, dated as of May 11, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Purchasers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Note Purchase Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Purchasers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Purchasers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Purchasers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Trademark Security Agreement. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement as set forth herein will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE PROVISION.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, CLASS ACTION WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 25

AND 26 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WYNDEN STARK LLC,
a Delaware limited liability company

By: Steven Talbot
Name: Steven Talbot
Title: President

WYNDEN STARK LTD,
a limited company organized under the laws of
England and registered in England and Wales
registered with company number 06834191

By: Steven Talbot
Name: Steven Talbot
Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORBEL CAPITAL PARTNERS SBIC,
L.P.**

By: Corbel Capital Advisors SBIC, LLC,
its General Partner

By: _____
Name: Michael H. Jones
Title: Managing Member

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

WYNDEN STARK LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

WYNDEN STARK LTD,
a limited company organized under the laws of
England and registered in England and Wales
registered with company number 06834191

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**CORBEL CAPITAL PARTNERS SBIC,
L.P.**

By: Corbel Capital Advisors SBIC, LLC,
its General Partner

By:  _____
Name: Michael H. Jones
Title: Managing Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Wynden Stark Ltd and Wynden Holding, Inc: None.

Wynden Stark LLC:

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Wynden Stark LLC	USA	BYEBIAS	Serial No. 90573190	March 11, 2021 (filing date)
Wynden Stark LLC	USA	NEBULA	Serial No. 90115449	August 14, 2020 (filing date)

Trade Names

Wynden Holding Inc.: None.

Wynden Stark Ltd: GQR Global Markets, GQR, Wynden Stark, WS, GQR, GGQRGM

Wynden Stark LLC: GQR Global Markets, Nebula, Ambrose & Co., Wynden Stark, WS, Global Quants Recruiting Global Markets, Global Quants, Global Quants Recruiting, GQR, GQRGM, Untapt, Untapt Inc., untapt Inc., AI Talent Matching, Virtual Recruiter, Hiring Marketplaces by untapt, Global Quant Recruitment, Rostron Search, Analysis Exec Search, AES, Byebias

Common Law Trademarks

Unregistered trademarks:

Wynden Stark Ltd and Wynden Holding, Inc: None.

Wynden Stark LLC:

1. *Wynden Stark.*

Wynden Stark.

2. GQR

3. *Wynden Stark.*

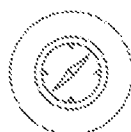
 NEBULA

Our Culture

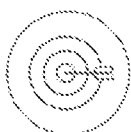
Our organizational culture is built on the foundation of the following eight values:



AMBITION



ADVENTURE



ACCOUNTABILITY



MERITOCRACY



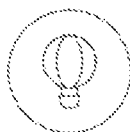
MOBILITY



ENTREPRENEURIALISM



COLLABORATION



FUN

- 4.
5. Exceptional People. Exceptional Careers.
6. GQR ONE
7. Talent Vault
8. Career Vault
9. Live. Learn. Earn.
10. Conscious Capitalism
11. Specialization. Collaboration. Globalization.
12. Specialization. Collaboration. Innovation.
13. Delivering Unique Talent To The World's Most Innovative Organizations
14. Your Recruitment Experts
15. Talent Acquisition Our deep market expertise serves to find talent that will make your team a force to be reckoned with.
16. People Intelligence Understand the motivations that drive your people to develop empirically sound attraction and retention strategies.
17. Events & Experiences Leverage unique live events and experiences to engage with your people and communities.
18. Employer Branding Attract, engage and retain top talent through GQR's creative employer branding services.
19. GQR Talent Technology

20. Introducing the Intelligent Talent Acquisition Platform That Battles Bias & Builds Brands.
21. Introducing the Intelligent Talent Acquisition Platform That Elevates Human Experiences.
22. Introducing the Intelligent Talent Acquisition Platform That Reimagines Recruitment.
23. Introducing the Intelligent Talent Acquisition Platform That Finds the Best Talent, First.
24. Better Talent in Less Time With More Humanity.
25. Say ByeBias™, Hello Diversity.
26. Unparalleled Experience & Success.
27. The World's Best Talent. Unlocked.
28. Talent Vault contains the world's best talent – validated by the world's best educators and employers – and activated by the world's best headhunters.
29. Start Searching a World-Class Talent Pool.
30. Get Instantly Matched.
31. Where stars are made.
32. Talent Vault's ByeBias™
33. TalentVault
34. TalentVault™
35. CareerVault
36. GQR One
37. GQR I One
38. GQROne
39. AVA
40. UNLOCKED
41. INTELLIGENCE
42. untapt UNLOCKED
43. untapt INTELLIGENCE
44. An intelligent way to match candidates

45. AI Talent Matching Find the Star Candidate

46. Replace the menial with meaningful

Trademarks Not Currently In Use

None.

Trademark Licenses

None.