

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NDA Partners LLC		05/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Collateral Agent		
Street Address:	11100 Santa Monica Blvd, Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3061619	NDA PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	6465584180		
<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:	2124597115		
Email:	TRoot@goodwinlaw.com		
Correspondent Name:	Troy Root		
Address Line 1:	620 8th Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Troy Root		
SIGNATURE:	/s/ Troy Root		
DATE SIGNED:	06/01/2021		
Total Attachments: 8			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2021 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Crescent Agency Services LLC, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Second Lien Pledge and Security Agreement dated as of October 15, 2020 (as supplemented by that certain Counterpart Agreement, dated as of May 26, 2021 and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants, transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature (“**Trademarks**”), all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use”

Trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

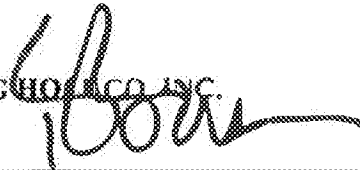
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 6. Counterparts

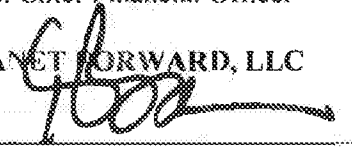
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

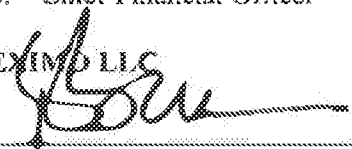
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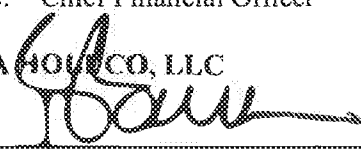
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

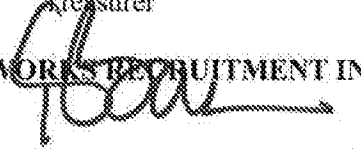
~~PEG HOLDING CO. INC.~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer

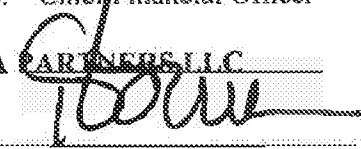
~~PLANET EQUITY GROUP, LLC~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer

~~PLANET FORWARD, LLC~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer

~~TREXIM, LLC~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer

~~NDA HOLDING CO, LLC~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer, Secretary and Treasurer

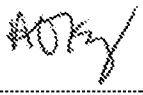
~~IT WORKS RECRUITMENT INC.~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer

~~NDA PARTNERS, LLC~~
By: 
Name: Timothy Bauwens
Title: Chief Financial Officer, Secretary and Treasurer

Accepted and Agreed:

CRESCENT AGENCY SERVICES LLC, as Collateral Agent

By: Crescent Capital Group LP, its Managing Member

By:  _____

Name: Arthur King

Title: Senior Vice President



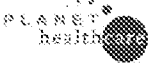
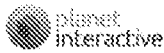
By:  _____





Name: Yev Kuznetsov



Title: Managing Director



SCHEDULE A
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Jurisdiction	Mark	Filing/Reg. Date	Serial/Reg. No.	Current Owner of Record
U.S.		Filing Date 1/10/2019 Reg. Date: 12/17/2019	Serial No. 88/256,930 Reg. No.: 5939862	PEG Holdco, Inc. (DE corp.)
U.S.		Filing Date 12/2/2014 Reg. Date 7/28/2015	Serial No. 86/469,417 Reg. No. 4,781,422	PLANET EQUITY GROUP, LLC (IL LLC)* Declaration of Use due 7/28/2021
U.S.		Filing Date 7/24/2015 Reg. Date 10/11/2016	Serial No. 86/703,579 Reg. No. 5,057,288	PLANET EQUITY GROUP, LLC (IL LLC)* Declaration of Use due 10/11/2022
U.S.		Filing Date 10/22/2015 Reg. Date 8/30/2016	Serial No. 86/796,267 Reg. No. 5,030,323	PLANET EQUITY GROUP, LLC (IL LLC)* Declaration of Use due 8/30/2022
U.S.	PLANET PHARMA	Filing Date 4/2/2012 Reg. Date 11/27/2012	Serial No. 85/586,257 Reg. No. 4,249,657	PLANET EQUITY GROUP, LLC (IL LLC)* Renewal due 11/27/2022
U.S.	TREXIMO	Filing Date 6/21/2017 Reg. Date 6/19/2018	Serial No. 87/499,242 Reg. No. 5,495,617	PLANET EQUITY GROUP, LLC (IL LLC)* Declaration of Use due 6/19/2024

Jurisdiction	Mark	Filing/Reg. Date	Serial/Reg. No.	Current Owner of Record
U.S.		Filing Date 6/16/2008 Reg. Date 2/17/2009	Serial No. 77/500,342 Reg. No. 3,575,505	PLANET FORWARD, LLC (IL LLC)* Renewal due 2/17/2029
U.S.	COMPUTER SYSTEMS VALIDATION BOOT CAMP	Filing Date 5/3/2006 Reg. Date 8/7/2007	Serial No. 78/875,664 Reg. No. 3,274,874	TREXIMO LLC (IL LLC) Renewal due 8/7/2027
U.S.		Filing Date 2/22/2012 Reg. Date 12/31/2013	Serial No. 85/549,596 Reg. No. 4,459,644	TREXIMO LLC (IL LLC) Renewal due 12/31/2023
U.S.	ENCOTA	Filing Date 11/9/2011 Reg. Date 1/15/2013	Serial No. 85/468,694 Reg. No. 4,276,946	TREXIMO LLC (IL LLC) Renewal due 1/15/2023
U.S.	FROM VISION TO REALITY	Filing Date 1/24/2001 Reg. Date 7/29/2003	Serial No. 76/199,731 Reg. No. 2,743,299	TREXIMO LLC (IL LLC) Renewal due 7/29/2023
U.S.		Filing Date 1/24/2001 Reg. Date 7/29/2003	Serial No. 76/199,732 Reg. No. 2,743,300	TREXIMO LLC (IL LLC) Renewal due 7/29/2023
U.S.	PRAXIS MANAGEMENT INTERNATIONAL, LLC and design  PRAXIS MANAGEMENT INTERNATIONAL, LLC	Filing Date 1/24/2001 Reg. Date 7/8/2003	Serial No. 76/199,734 Reg. No. 2,735,258	TREXIMO LLC (IL LLC) Renewal due 7/8/2023
U.S.	PMGrow	Filing Date 5/4/2006 Reg. Date 11/13/2007	Serial No. 78/876,875 Reg. No. 3,334,819	TREXIMO LLC (IL LLC) Renewal due 11/13/2027

Jurisdiction	Mark	Filing/Reg. Date	Serial/Reg. No.	Current Owner of Record
U.S.	PRAXIS LIFE SCIENCES	Filing Date 6/11/2014 Reg. Date 5/5/2015	Serial No. 86/306,431 Reg. No. 4,730,487	TREXIMO LLC (IL LLC) Declaration of Use due 5/5/2021
U.S.		Filing Date 6/11/2014 Reg. Date 5/5/2015	Serial No. 86/306,476 Reg. No. 4,730,488	TREXIMO LLC (IL LLC) Declaration of Use due 5/5/2021
U.S.	PRAXIS MANAGEMENT INTERNATIONAL, LLC	Filing Date 1/24/2001 Reg. Date 7/1/2003	Serial No. 76/199,730 Reg. No. 2,732,828	TREXIMO LLC (IL LLC) Renewal due 7/1/2023
U.S.	PLANET PROFESSIONAL	Filing Date: August 12, 2020 Reg. Date: March 23, 2021	Serial No.: 90109160 Reg. No.: 6300952	PEG Holdco, Inc., DBA THE PLANET GROUP
U.S.	PLANET TECHNOLOGY	Filing Date: August 6, 2020 Reg. Date: March 23, 2021	Serial No.: 90097943 Reg. No.: 6300260	PEG Holdco, Inc., DBA THE PLANET GROUP
U.S.		Filing Date: March 11, 2021	Serial No.: 90572974	Planet Equity Group, LLC AKA The Planet Group
U.S.	NDA PARTNERS	Filing Date: April 21, 2004 Reg. Date: February 28, 2006	Serial No.: 76587759 Reg. No.: 3061619	NDA Partners LLC
U.S.	I.T. WORKS RECRUITMENT INC I.T. Works Recruitment Inc	Filing date: August 8, 2019 Reg. Date: May 12, 2020	Serial No.: 88571956 Reg. No.: 6051714	IT Works Recruitment Inc.

Jurisdiction	Mark	Filing/Reg. Date	Serial/Reg. No.	Current Owner of Record
U.S.	I.T. WORKS RECRUITMENT INC 	Filing Date: August 8, 2019 Reg. Date: May 12, 2020	Serial No.: 88571187 Reg. No.: 6051710	IT Works Recruitment Inc.
U.S.	I.T. WORKS RECRUITMENT INC 	Filing Date: August 8, 2019 Reg. Date: May 19, 2020	Serial No.: 88571940 Reg. No.: 6057447	IT Works Recruitment Inc.