

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM653497

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Burning Glass International Inc.		06/10/2021	Corporation: DELAWARE
Economic Modeling, LLC		06/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	150 S. Wacker Drive, Ste 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5330305	JOBPULSE	
Registration Number:	4756015	LABOR/INSIGHT	
Registration Number:	4350319	LENS/XRAY	
Registration Number:	4350321	LENS/MATCH	
Registration Number:	4457774	LENS/SEARCH	
Registration Number:	4479778	BURNING GLASS	
Registration Number:	4350126		
Registration Number:	5253769		
Registration Number:	5253770	FIND YOUR CALLING	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$240.00 5330305

Address Line 2:	COGENCY GLOBAL Inc.
Address Line 4:	Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1397662 TM
--------------------------------	------------

NAME OF SUBMITTER:	Theresa Volano
---------------------------	----------------

SIGNATURE:	/Theresa Volano/
-------------------	------------------

DATE SIGNED:	06/11/2021
---------------------	------------

Total Attachments: 5

source=Labor - Trademark Security Agreement (Executed) - Filing#page2.tif
source=Labor - Trademark Security Agreement (Executed) - Filing#page3.tif
source=Labor - Trademark Security Agreement (Executed) - Filing#page4.tif
source=Labor - Trademark Security Agreement (Executed) - Filing#page5.tif
source=Labor - Trademark Security Agreement (Executed) - Filing#page6.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of June 10, 2021, is made by Burning Glass International Inc., a Delaware corporation, and Economic Modeling, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), in favor of Golub Capital Markets LLC, as Collateral Agent (as defined below) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of June 10, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Burning Glass Guarantor, LLC, a Delaware limited liability company (“Holdings”), Burning Glass Intermediate Holding Company, Inc. a Delaware corporation (the “Borrower”), the lending institutions from time to time parties thereto (each, a “Lender” and collectively the “Lenders”) and Golub Capital Markets LLC, as collateral agent (in such capacity, together with its successors and assigns, the “Collateral Agent”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit, in each case upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto have executed and delivered the Security Agreement, dated as of June 10, 2021 in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements with the Borrower and/or its Restricted Subsidiaries or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement

and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**BURNING GLASS INTERNATIONAL INC.
ECONOMIC MODELING, LLC
EMSI LENDER SUB LLC**

By: 

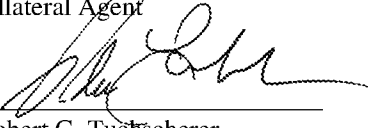
Name: Joshua Ticktin

Title: Chief Operating Officer

[Signature Page to Trademark Security Agreement]



**TRADEMARK
REEL: 007324 FRAME: 0452**

Golub Capital Markets LLC
as the Collateral Agent

By: 
Name: Robert G. Tuchscherer
Title: Senior Managing Director

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Mark	Country	Application Number	Filing Date	Registration Number	Registration Date	Status
Burning Glass International Inc.	JOBPULSE	United States of America	86841010	12/7/2015	5330305	11/7/2017	Registered
Burning Glass International Inc.	LABOR/INSIG HT	United States of America	86441253	10/31/2014	4756015	6/16/2015	Registered
Burning Glass International Inc.	LENS/XRAY	United States of America	85800781	12/12/2012	4350319	6/11/2013	Registered
Burning Glass International Inc.	LENS/MATCH	United States of America	85800788	12/12/2012	4350321	6/11/2013	Registered
Burning Glass International, Inc.	LENS/SEARC H	United States of America	85800792	12/12/2012	4457774	12/31/2013	Registered
Burning Glass International, Inc.	BURNING GLASS	United States of America	85758815	10/19/2012	4479778	2/11/2014	Registered
Burning Glass International, Inc.	Design Only 	United States of America	85758825	10/19/2012	4350126	6/11/2013	Registered
Economic Modeling, LLC DBA EMSI	Design Only 	United States of America	86941795	3/16/2016	5253769	8/1/2017	Registered
Economic Modeling, LLC DBA EMSI	FIND YOUR CALLING	United States of America	86941818	3/16/2016	5253770	8/1/2017	Registered