

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MILESTONE TECHNOLOGIES INC.		07/01/2021	Corporation: CALIFORNIA
SOFTWARE MANAGEMENT CONSULTANTS, LLC		07/01/2021	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Administrative Agent
Street Address:	311 South Wacker Drive, Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6227830	MILESTONE
Registration Number:	4427603	THE 80-HOUR INTERVIEW
Registration Number:	3734528	SMCI SOFTWARE MANAGEMENT CONSULTANTS, IN
Registration Number:	4385696	SIMPLY THE BEST
Registration Number:	3299472	PROFESSIONAL PEOPLE. EXCEPTIONAL RESULTS
Registration Number:	5600513	PROFESSIONAL PEOPLE. EXCEPTIONAL RELATIO
Registration Number:	5600514	PROFESSIONAL PEOPLE. EXCEPTIONAL RECOGNI
Registration Number:	5600511	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTU
Registration Number:	5469478	PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTU
Registration Number:	5600596	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERTI
Registration Number:	5600512	PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERIE
Registration Number:	5600594	PROFESSIONAL PEOPLE. EXCEPTIONAL APPROAC
Registration Number:	5006518	OUR SUCCESS IS MEASURED BY YOURS.
Registration Number:	5006520	IN LOOKING FOR THE IDEAL RESUME, YOU'VE
Registration Number:	5114251	HIRE PEOPLE. NOT RESUMES.
Registration Number:	5600591	PROFESSIONAL PEOPLE. EXCEPTIONAL SERVICE
Registration Number:	5600593	PROFESSIONAL PEOPLE. EXCEPTIONAL PHILOSO

CH \$515.00 6227830

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5600592	PROFESSIONAL PEOPLE. EXCEPTIONAL GUARANT
Serial Number:	90464458	PROJECT MANAGEMENT AS A SERVICE
Serial Number:	90463939	PMAAS

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 91012-30110

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 07/01/2021

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended or otherwise modified, this "Agreement") dated as of July 1, 2021, is made by MILESTONE TECHNOLOGIES INC., a California corporation and SOFTWARE MANAGEMENT CONSULTANTS, LLC, a California limited liability company (together with their successors and assigns, collectively, the "Grantors", and each, a "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

RECITALS

WHEREAS, each Grantor is a party to that certain Second Amended and Restated Credit Agreement dated as of December 23, 2020 (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, (the "Credit Agreement") the by and among the Grantors, the other Loan Parties (as defined therein) party thereto, the financial institutions from time to time party thereto (collectively, the "Lenders"), Wells Fargo Bank, National Association, as Revolver Agent, and Administrative Agent, pursuant to which the Lenders have agreed to make certain Loans and provide other financial accommodations to the Borrowers (as defined therein).

WHEREAS, pursuant to that certain Second Amended and Restated Guaranty and Collateral Agreement dated as of December 23, 2020 in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), each Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of such Grantor in, to and under the trademark Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Secured Obligations," "Guarantor Obligations," "Proceeds" and "Trademarks."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations and the Guarantor Obligations, each Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Agents, the Lenders and the Bank

Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of such Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

- (i) Trademarks (including, without limitation, those trademark registrations and applications listed on Exhibit A to this Agreement);
- (ii) all renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of such Grantor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by the Grantors and the Administrative Agent primarily for recording purposes. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Termination. This Agreement and all other security interests granted hereby shall terminate with respect to all Obligations upon Payment in Full. Upon the termination of this Agreement, Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by Grantors and at Grantors' expense to evidence and record the release of the security interests in the Collateral granted herein.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery

thereof and shall be deemed an original signature hereunder. This Agreement to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign), shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any federal or state law based on or equivalent to the Uniform Electronic Transactions Act or the Uniform Commercial Code.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the date first written above.

GRANTORS:

MILESTONE TECHNOLOGIES INC.,
a California corporation

By: AB [Signature]
Name: Andrey Vakhovskiy
Title: Vice President

SOFTWARE MANAGEMENT CONSULTANTS, LLC, a
California limited liability company

By: AB [Signature]
Name: Andrey Vakhovskiy
Title: Vice President

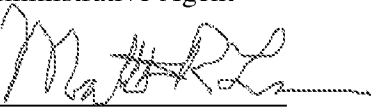
Signature Page to Trademark Security Agreement

AGREED AND ACCEPTED:

as of the date first written above

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,

as Administrative Agent

By: 

Name: Matthew R. Lane



Title: Managing Director

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 007343 FRAME: 0052

EXHIBIT A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
MILESTONE and Design 	SN: 88942530 (June 1, 2020)	RN: 6227830 (December 22, 2020)	Milestone Technologies, Inc. (California Corp.) Fremont, California
THE 80-HOUR INTERVIEW	85-704792 (August 15, 2012)	4,427,603 (November 5, 2013)	Software Management Consultants, Inc. (California Corp.) Glendale, California
SMCI SOFTWARE MANAGEMENT CONSULTANTS, INC. and Design 	76651402 (December 5, 2005)	3,734,528 (January 5, 2010)	Software Management Consultants, Inc. (California Corp.) Glendale, California
SIMPLY THE BEST	SN: 85704795 (August 15, 2012)	RN: 4385696 (August 13, 2013)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROJECT MANAGEMENT AS A SERVICE	SN: 90464458 (January 13, 2021)	N/A	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL RESULTS.	SN: 78740465 (October 26, 2005)	RN: 3299472 (September 25, 2007)	Software Management Consultants, Inc. (California Corp.) Glendale, California

PROFESSIONAL PEOPLE. EXCEPTIONAL RELATIONSHIPS.	SN: 87838203 (March 16, 2018)	RN: 5600513 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL RECOGNITION.	SN: 87838213 (March 16, 2018)	RN: 5600514 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTUNITY.	SN: 87838154 (March 16, 2018)	RN: 5600511 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL OPPORTUNITIES.	SN: 87645625 (October 13, 2017)	RN: 5469478 (May 15, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERTISE.	SN: 87840668 (March 19, 2018)	RN: 5600596 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL EXPERIENCE.	SN: 87838184 (March 16, 2018)	RN: 5600512 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL APPROACH.	SN: 87840664 (March 19, 2018)	RN: 5600594 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PMAAS	SN: 90463939 (January 13, 2021)	N/A	Software Management Consultants, Inc. (California Corp.) Glendale, California

OUR SUCCESS IS MEASURED BY YOURS.	SN: 86812264 (November 6, 2015)	RN: 5006518 (July 26, 2016)	Software Management Consultants, Inc. (California Corp.) Glendale, California
IN LOOKING FOR THE IDEAL RESUME, YOU'VE OVERLOOKED THE IDEAL CANDIDATE.	SN: 86812333 (November 6, 2015)	RN: 5006520 (July 26, 2016)	Software Management Consultants, Inc. (California Corp.) Glendale, California
HIRE PEOPLE. NOT RESUMES.	SN: 87044061 (May 19, 2016)	RN: 5114251 (January 3, 2017)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL SERVICES.	SN: 87840640 (March 19, 2018)	RN: 5600591 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL PHILOSOPHY.	SN: 87840652 (March 19, 2018)	RN: 5600593 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California
PROFESSIONAL PEOPLE. EXCEPTIONAL GUARANTEE.	SN: 87840650 (March 19, 2018)	RN: 5600592 (November 6, 2018)	Software Management Consultants, Inc. (California Corp.) Glendale, California