

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM658243

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOBVITE, INC.		07/06/2021	Corporation: DELAWARE
HIREKU INC.		07/06/2021	Corporation: DELAWARE
NXTTHING RPO LLC		07/06/2021	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SARATOGA INVESTMENT FUNDING LLC, as Agent		
<b>Street Address:</b>	535 Madison Ave.		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5272503	CANVAS	
<b>Registration Number:</b>	5508680	RECRUITER NATION	
<b>Registration Number:</b>	4968158	JOBVITE	
<b>Registration Number:</b>	3103253	JOBVITE	
<b>Registration Number:</b>	5831000	CONTINUOUS CANDIDATE ENGAGEMENT	
<b>Registration Number:</b>	5306107	JAZZHR	
<b>Registration Number:</b>	4984616	JAZZ	
<b>Registration Number:</b>	4957135	ROLE MATCH	
<b>Registration Number:</b>	4957134	ROLE MODEL	
<b>Registration Number:</b>	4957133	PERFORMER DIMENSIONS	
<b>Registration Number:</b>	4957132	PERFORMERS ONLY	
<b>Registration Number:</b>	4775804	THE R	
<b>Registration Number:</b>	4743063	THE R	
<b>Registration Number:</b>	4012303	STARTWIRE	
<b>Serial Number:</b>	90046280	BIAS BLOCKER	

OP \$390.00 5272503

**CORRESPONDENCE DATA****Fax Number:** 7043311159

*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:** 7043311000**Email:** PTO\_TMconfirmation@mvalaw.com,  
maryelizabethzaldivar@mvalaw.com**Correspondent Name:** Moore & Van Allen PLLC**Address Line 1:** 100 North Tryon Street**Address Line 2:** Suite 4700, ATTN: IP DEPARTMENT**Address Line 4:** Charlotte, NORTH CAROLINA 28202

<b>ATTORNEY DOCKET NUMBER:</b>	036806.000092
<b>NAME OF SUBMITTER:</b>	John Slaughter
<b>SIGNATURE:</b>	/john slaughter/
<b>DATE SIGNED:</b>	07/06/2021

**Total Attachments: 6**

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page1.tif

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page2.tif

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page3.tif

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page4.tif

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page5.tif

source=TSA - Jobvite, Inc., et al. to Saratoga Investment Funding LLC, as Agent#page6.tif

Anything herein to the contrary notwithstanding, the liens and security interests granted under this agreement, the exercise of any right or remedy with respect thereto, and certain of the rights of the holder thereof are subject to the provisions of the Intercreditor Agreement dated as of July 6, 2021, (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between Wells Fargo Bank, N.A., as First Lien Agent, and Saratoga Investment Funding LLC, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this promissory note, the terms of the Intercreditor Agreement shall govern and control.

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6<sup>th</sup> day of July, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SARATOGA INVESTMENT FUNDING LLC**, a Delaware limited liability company ("Saratoga"), in its capacity as agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of July 6, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Jobvite Holdings, Inc., a Delaware corporation ("Parent"), Jobvite, Inc., a Delaware corporation ("Jobvite"), those additional entities that thereafter become parties thereto as Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (each, together with Jobvite, a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of July 6, 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 Lender Group, 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 Credit 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 each member of the Lender

Group, 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 other members of the Lender Group, 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 Lender Group, 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 Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this

Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

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

**JOBVITE, INC.**, a Delaware corporation



By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

**HIREKU INC.**, a Delaware corporation



By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

**NXTTHING RPO LLC**, an Ohio limited liability company



By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**  
**SARATOGA INVESTMENT FUNDING LLC**, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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:**

**JOBVITE, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

**HIREKU INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

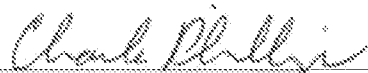
**NXTTHING RPO LLC**, an Ohio limited liability company

By: \_\_\_\_\_  
Name: Ron Cano  
Title: Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**SARATOGA INVESTMENT FUNDING LLC**, as Agent

By:  \_\_\_\_\_  
Name: Charles G. Phillips IV  
Title: Managing Director

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

MARK	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
CANVAS	5272503	08/22/17	Jobvite, Inc.
RECRUITER NATION	5508680	07/3/18	Jobvite, Inc.
JOBVITE	4968158	05/31/16	Jobvite, Inc.
JOBVITE	3103253	06/13/06	Jobvite, Inc.
CONTINUOUS CANDIDATE ENGAGEMENT	5831000	08/13/2019	Jobvite, Inc.
JAZZHR (Stylized)	5306107	10/10/2017	Hireku Inc.
JAZZ	4984616	06/21/2016	Hireku Inc.
ROLE MATCH	4957135	05/10/2016	Hireku Inc.
ROLE MODEL	4957134	05/10/2016	Hireku Inc.
PERFORMER DIMENSIONS	4957133	05/10/2016	Hireku Inc.
PERFORMERS ONLY	4957132	05/10/2016	Hireku Inc.
THE R (Stylized)	4775804	07/21/2015	Hireku Inc.
THE R and Design	4743063	05/26/2015	Hireku Inc.
STARTWIRE	4012303	08/16/2011	NXTThing RPO LLC

**Trademark Application**

MARK	APPLICATION NUMBER	FILING DATE	OWNER INFORMATION
BIAS BLOCKER	90046280	07/10/2020	Jobvite, Inc.