

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM677711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNAGAJOB.COM, INC.		09/29/2021	Corporation:
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH FINANCE CORP.		
Street Address:	205 N Michigan Ave., Suite 4200		
Internal Address:	Attention: Legal Reporting		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	87027446	HOURMINDS	
Serial Number:	87027441	VISUALITY	
Serial Number:	86819642	SNAG	
Serial Number:	86271304	PEOPLELYTICS	
Serial Number:	86271255	PEOPLELYTICS	
Serial Number:	85000466		
Serial Number:	85000465	PEOPLEMATTER	
Serial Number:	85487694	SNAGAJOB	
Serial Number:	78944882	PEOPLECLUES	
Serial Number:	77968599	PEOPLEMATTER	
Serial Number:	76105365	SNAGAJOB.COM	
Serial Number:	76652678	CAREERCLUES	
Serial Number:	76451043	PEOPLEMATTER	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	6167423945		

OP \$340.00 87027446

Email: hkooy@btlaw.com
Correspondent Name: Hillary Kooy
Address Line 1: 171 Monroe Ave NW, Suite 1000
Address Line 2: Barnes & Thornburg LLP
Address Line 4: Grand Rapids, MICHIGAN 49503

ATTORNEY DOCKET NUMBER: 83489.15

NAME OF SUBMITTER: Hillary Kooy

SIGNATURE: /Hillary Kooy/

DATE SIGNED: 09/29/2021

Total Attachments: 7

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page1.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page2.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page3.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page4.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page5.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page6.tif

source=06. Runway - SnagaJob - IPSA SNAGAJOB.COM_ INC. (09.2021)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 29, 2021, between **SNAGAJOB.COM, INC.**, a Delaware corporation (“**Grantor**”) and **RUNWAY GROWTH FINANCE CORP.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

Recitals

A. Grantor, each other Persons party thereto as a borrower from time to time, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

4851 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Attention: Mathieu Stevenson

GRANTORS:

SNAGAJOB.COM, INC.



By _____

Name: Mathieu Stevenson

Title: Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: _____

Name: Thomas B. Raterman

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

4851 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Attention: Mathieu Stevenson

GRANTORS:

SNAGAJOB.COM, INC.

By  _____
Name: Mathieu Stevenson
Title: Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH FINANCE CORP.

By: _____
Name: Thomas B. Raterman
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:

4851 Lake Brook Drive, Suite 200
Glen Allen, VA 23060
Attention: Mathieu Stevenson

GRANTORS:

SNAGAJOB.COM, INC.

By _____
Name: Mathieu Stevenson
Title: Chief Executive Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH FINANCE CORP.

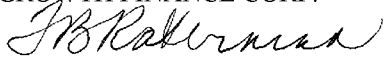
By:  _____
Name: Thomas B. Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS



None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
SNAGAJOB.COM, INC.	SNAGAJOB.COM	76-105,365 / 2,477,984	08/14/01
SNAGAJOB.COM, INC.	HOURLMINDS	87-027,446 / 5,108,590	12/27/2016
SNAGAJOB.COM, INC.	VISUALITY	87-027,441 / 5,244,031	07/18/2017
SNAGAJOB.COM, INC.	CAREERCLUES	76-652678 / 3,179,107	12/05/2006
SNAGAJOB.COM, INC.	PEOPLELYTICS	86-271255 / 4,918,742	05/15/2016
SNAGAJOB.COM, INC.	PEOPLEMATTER	76-451043 / 2,980,388	08/02/2005
SNAGAJOB.COM, INC.	Thought Balloon Logo 	85-000466 / 3,975,664	06/07/2011
SNAGAJOB.COM, INC.	PEOPLEMATTER and Design 	85-000465 / 3,975,663	06/07/2011
SNAGAJOB.COM, INC.	SNAGAJOB	85-487,694 / 4,179,326	07/24/12
SNAGAJOB.COM, INC.	SNAG	86-819,642	11/13/2015
SNAGAJOB.COM, INC.	PEOPLECLUES	78-944,882/ 3,258,350	07/03/2007
SNAGAJOB.COM, INC.	PEOPLELYTICS	86-271-304/ 4,918,743	03/15/2016
SNAGAJOB.COM, INC.	PEOPLEMATTER	77-968,599/ 3,872,839	11/09/2010
SNAGAJOB.COM, INC.	SNAG	86-819642/ 5,566,190	09/18/2018