

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682763

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APC Workforce Solutions, LLC		10/20/2021	Limited Liability Company: FLORIDA
JOB MARKET MAKER, LLC		10/20/2021	Limited Liability Company: SOUTH CAROLINA

RECEIVING PARTY DATA

Name:	Citizens Bank, N.A., as Collateral Agent
Street Address:	One Citizens Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2986769	E-CONTRACTOR
Registration Number:	2272373	EWORK
Registration Number:	2724624	EWORK EXCHANGE
Registration Number:	2643935	EWORK SERVICES
Registration Number:	2455103	ZEROCHAOS.COM
Registration Number:	2497682	ZEROCHAOS.COM
Registration Number:	3956551	ZEROCHAOS
Registration Number:	2475703	ZEROCHAOS
Registration Number:	4071202	ZEROCHAOS
Registration Number:	6064979	WORKFORCE LOGIQ
Registration Number:	6064975	WORKFORCE LOGIQ
Registration Number:	6017139	TOTAL TALENT INTELLIGENCE
Registration Number:	5475546	ENGAGE ME!
Registration Number:	5349635	TIMING IS EVERYTHING
Registration Number:	4654414	RECRUITING REDEFINED
Registration Number:	4779083	JOB MARKET MAKER
Registration Number:	6115692	ENGAGE

OP \$440.00 2986769

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1502078 TM
NAME OF SUBMITTER:	Christian Craft
SIGNATURE:	/Christian Craft/
DATE SIGNED:	10/21/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of October 20, 2021 (this “**Agreement**”), among ZEROCHAOS, LLC, a Florida limited liability company, APC Workforce Solutions, LLC, a Florida limited liability company, JOB MARKET MAKER, LLC, a South Carolina limited liability company, and PRO UNLIMITED GLOBAL CANADA LTD., a company organized under the laws of British Columbia, Canada (“**PRO Canada**”) (collectively, each a “**Grantor**”) and Citizens Bank, N.A. in its capacity as collateral agent for the lenders party to the ABL Credit Agreement referred to below (in such capacity, the “**Collateral Agent**”).

WHEREAS, reference is made to (a) the Credit Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”) by and among Select Parent, Inc., a Delaware corporation (“**Holdings**”), Select Acquisition Holdings, Inc., a Delaware corporation and Pro Corporation, a Delaware corporation (each, a “**Borrower**”, and together, the “**Borrowers**”), the other subsidiaries of Holdings from time to time party thereto, the lenders and issuing banks from time to time party thereto and the Collateral Agent, (b) the First Lien Pledge and Security Agreement dated as of September 1, 2021 (the “**Security Agreement**”), by and among the Borrowers, the Subsidiary Parties from time to time party thereto and the Collateral Agent and (c) the First Lien Canadian Pledge and Security Agreement, dated as of September 1, 2021 (the “**Canadian Security Agreement**”), by and among PRO Canada, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, the Canadian Security Agreement or the ABL Credit Agreement, as applicable.

Section 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of such Grantor’s right, title and interest in, to and under any trademarks, patents, copyrights and exclusive copyright Licenses now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I hereto (the “**Collateral**”).

Section 3. *Security Agreement.* The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. *Counterparts.* This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed

signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

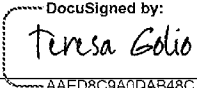
Section 5. *CHOICE OF LAW.* THIS SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

Section 6. *INTERCREDITOR AGREEMENT GOVERNS.* NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF ANY ACCEPTABLE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

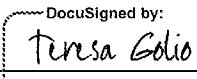
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

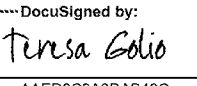
ZEROCHAOS, LLC,
as a Guarantor

By: 
Name: Teresa Golio
Title: Senior Vice President, Finance

APC Workforce Solutions, LLC,
as a Guarantor

By: 
Name: Teresa Golio
Title: Senior Vice President, Finance

JOB MARKET MAKER, LLC,
as a Guarantor

By: 
Name: Teresa Golio
Title: Senior Vice President, Finance

COLLATERAL AGENT:

CITIZENS BANK, N.A.

By: 
Name: _____
Title: Alex DiAlessandro
SVP

SCHEDULE I

Patent Registrations and Applications owned by any Loan Party

NO.	PATENT	COUNTRY	APPLICATION NO.	APPLICATION DATE	STATUS	OWNER / APPLICANT
1.	Methods, Apparatuses and Computer Program Products for Managing Requisitions Via User Interfaces	USA	16549900	08/23/2019	Published	APC Workforce Solutions, LLC
2.	Methods, Apparatuses and Computer Program Products for Managing Types of Requisitions That Drive Hiring Workflows Via User Interfaces	USA	16563392	09/06/2019	Published	APC Workforce Solutions, LLC
3.	Systems, Methods, and Apparatuses for Workforce Resource Analysis and Workforce Management	USA	16685674	11/15/2019	Published	APC Workforce Solutions, LLC
4.	Methods, Apparatuses and Computer Program Products for Cost / Rate	USA	16712560	12/12/2019	Published	APC Workforce Solutions, LLC

NO.	PATENT	COUNTRY	APPLICATION NO.	APPLICATION DATE	STATUS	OWNER / APPLICANT
	Comparison Relating to Hiring Workflows					
5.	Machine Learning Systems for Predictive Targeting and Engagement	USA	16546849	08/21/2019	Published	JOB MARKET MAKER, LLC
6.	Machine Learning Systems and Methods for Predictive Engagement	USA	17063263	10/05/2020	Published	JOB MARKET MAKER, LLC

Trademark Registrations and Applications owned by any Loan Party

NO.	MARK	COUNTRY	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / APPLICATION DATE	STATUS	OWNER / APPLICANT
1.	E-CONTRACTOR	USA	2986769	08/23/2005	Registered	APC Workforce Solutions, LLC
2.	ework	USA	2272373	08/24/1999	Registered	APC Workforce Solutions, LLC
3.	ework EXCHANGE	USA	2724624	06/10/2003	Registered	APC Workforce Solutions, LLC
4.	ework SERVICES	USA	2643935	10/29/2002	Registered	APC Workforce Solutions, LLC
5.	ZEROCHAOS.COM(& Design)	USA	2455103	05/29/2001	Registered	APC Workforce Solutions, LLC
6.	ZEROCHAOS.COM	USA	2497682	10/16/2001	Registered	APC Workforce Solutions, LLC
7.	ZEROCHAOS (&Circle of People Design)	USA	3956551	05/10/2011	Registered	APC Workforce Solutions, LLC
8.	ZEROCHAOS	USA	2475703	08/07/2001	Registered	APC Workforce Solutions, LLC
9.	ZEROCHAOS (&Circle of People Design)	USA	4071202	12/13/2011	Registered	APC Workforce Solutions, LLC

NO.	MARK	COUNTRY	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / APPLICATION DATE	STATUS	OWNER / APPLICANT
10.	WORKFORCE LOGIQ	USA	6064979	5/26/2020	Registered	APC Workforce Solutions, LLC
11.	WORKFORCE LOGIQ	USA	6064975	5/26/2020	Registered	APC Workforce Solutions, LLC
12.	TOTAL TALENT INTELLIGENCE	USA	6017139	3/24/2020	Registered	JOB MARKET MAKER, LLC
13.	ENGAGE ME!	USA	5475546	5/22/2018	Registered	JOB MARKET MAKER, LLC
14.	TIMING IS EVERYTHING	USA	5349635	12/5/2017	Registered	JOB MARKET MAKER, LLC
15.	RECRUITING REDEFINED	USA	4654414	12/9/2014	Registered	JOB MARKET MAKER, LLC
16.	JOB MARKET MAKER	USA	4779083	7/21/2015	Registered	JOB MARKET MAKER, LLC
17.	ENGAGE	USA	6115692	8/4/2020	Registered	JOB MARKET MAKER, LLC
18.	PAYLOGIQ	Canada	2108001	5/19/2021	Formalized (Pending)	LOKI MANAGEMENT SYSTEMS INC.
19.	TIMELOGIQ	Canada	2108003	5/19/2021	Formalized (Pending)	LOKI MANAGEMENT SYSTEMS INC.
20.	HCMS	Canada	TMA568872	10/16/2002	Registered	LOKI MANAGEMENT SYSTEMS INC.
21.	THE RIGHT PEOPLE. IN THE RIGHT PLACE. AT THE RIGHT TIME.	Canada	TMA565827	8/15/2002	Registered	LOKI MANAGEMENT SYSTEMS INC.
22.	STAFFRIGHT	Canada	TMA461335	8/16/1996	Registered	LOKI MANAGEMENT SYSTEMS INC.

Copyright Registrations and Applications owned by any Loan Party

NO	TITLE	COUNTRY	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / APPLICATION DATE	STATUS	OWNER / APPLICANT
1.	ZC Web	USA	TXu 1-938-680	1/13/2015	Registered	ZEROCHAOS, LLC

Exclusive Copyright Licenses:

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