

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Intellectual Property (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HIRE DYNAMICS, LLC		11/22/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA		
<b>Street Address:</b>	Agency Services, 20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3529795	HIRE DYNAMICS	
<b>Registration Number:</b>	3529796	HIRE DYNAMICS	
<b>Registration Number:</b>	4324840	TALENT ON DEMAND	
<b>Serial Number:</b>	87901977	HIRE OPPORTUNITY	
<b>Serial Number:</b>	88373469	EXPERIENCE PLUS	
<b>Serial Number:</b>	90398596	HIRE DYNAMICS OPPORTUNITIES. FULFILLED.	
<b>Serial Number:</b>	90398605	OPPORTUNITIES. FULFILLED.	
<b>Serial Number:</b>	90398602	HIRE DYNAMICS OPPORTUNITIES FULFILLED	
<b>Serial Number:</b>	90398608	OPPORTUNITIES FULFILLED	
<b>Serial Number:</b>	97050968	HIRE DYNAMICS OPPORTUNITIES. FULFILLED.	
<b>Serial Number:</b>	97050966	HIRE DYNAMICS	
<b>Serial Number:</b>	97050965	HIRE DYNAMICS OPPORTUNITIES. FULFILLED.	
<b>Serial Number:</b>	97050963	HIRE DYNAMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	800-494-5225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>TRADEMARK</b>			

OP \$340.00 3529795

**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1528934 HD TL

**NAME OF SUBMITTER:** Adalia Wu

**SIGNATURE:** /Adalia Wu/

**DATE SIGNED:** 11/23/2021

**Total Attachments: 5**

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**Notice of Grant of Security Interest in Intellectual Property (First Lien)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of November 22, 2021 (this “Notice”), made by Hire Dynamics, LLC, a Delaware limited liability company (the “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of July 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among EmployBridge Holding Company, a Delaware corporation (as successor by merger to QEB Merger Sub, Inc., a Delaware corporation) (the “Borrower”), each Subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

**SECTION 1. Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

**SECTION 2. Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

**SECTION 3. Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark

Collateral are more fully set forth in the Collateral 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

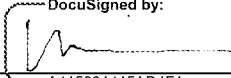
SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. **Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

HIRE DYNAMICS, LLC

By:  DocuSigned by:  
Name: William Milam  
Title: Chief Executive Officer

ROYAL BANK OF CANADA

By:   
Name: **Helena Sadowski**  
Title: **Manager, Agency**

Schedule I  
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by Hire Dynamics, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HIRE DYNAMICS and Design	3529795	11/11/2008
HIRE DYNAMICS	3529796	11/11/2008
TALENT ON DEMAND	4324840	04/23/2013

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
HIRE OPPORTUNITY <sup>1</sup>	87901977	01-May-2018
EXPERIENCE PLUS <sup>2</sup>	88373469	05-Apr-2019
HIRE DYNAMICS OPPORTUNITIES. FULFILLED.	90398596	21-Dec-2020
OPPORTUNITIES. FULFILLED.	90398605	21-Dec-2020
HIRE DYNAMICS OPPORTUNITIES FULFILLED	90398602	21-Dec-2020
OPPORTUNITIES FULFILLED	90398608	21-Dec-2020
HIRE DYNAMICS OPPORTUNITIES. FULFILLED. and design	97050968	29-Sept-2021
HIRE DYNAMICS and design	97050966	29-Sept-2021
HIRE DYNAMICS OPPORTUNITIES. FULFILLED. and design	97050965	29-Sept-2021
HIRE DYNAMICS and design	97050963	29-Sept-2021

<sup>1</sup> NTD: This trademark is being assigned to Hire Dynamics, LLC.

<sup>2</sup> NTD: Pending application has been suspended because of a prior pending application that could be the basis for refusing registration of the applied-for mark.