

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM692418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOVERNMENTJOBS.COM, INC.		12/02/2021	Corporation: CALIFORNIA
FIRSTNET LEARNING, INC.		12/02/2021	Corporation: DELAWARE
HIGH LINE SOFTWARE, INC.		12/02/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION
Street Address:	50 South Sixth Street,
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4308168	NEOGOV
Registration Number:	4028144	KNOWLEDGE @ WORK
Registration Number:	3990998	THE MARK OF COMPLIANCE
Registration Number:	3812714	POWERDMS
Registration Number:	6214766	POWERDMS
Registration Number:	6171663	CONTENT HUB
Registration Number:	6343765	NEOED

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 N. Lasalle

Address Line 2: Kirkland & Ellis LLP

CH \$190.00 4308168

Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	51739-3
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	12/03/2021
Total Attachments: 5 source=Trademark Security Agreement - NEOGOV (EXECUTED)#page1.tif source=Trademark Security Agreement - NEOGOV (EXECUTED)#page2.tif source=Trademark Security Agreement - NEOGOV (EXECUTED)#page3.tif source=Trademark Security Agreement - NEOGOV (EXECUTED)#page4.tif source=Trademark Security Agreement - NEOGOV (EXECUTED)#page5.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 2, 2021 (this “Agreement”), between GOVERNMENTJOBS.COM, INC., FIRSTNET LEARNING, INC. and HIGH LINE SOFTWARE, INC. (each a “Grantor” and collectively, the “Grantors”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of December 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among NGV INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company (“Initial Holdings”), GOVERNMENTJOBS.COM, INC. a California corporation (the “Company”), and WILMINGTON TRUST, NATIONAL ASSOCIATION, as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of December 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. Each Grantor (other than the Borrower) is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien 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 all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien 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 Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 5. 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 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GRANTORS

GOVERNMENTJOBS.COM, INC., as Grantor

By: 
Name: Stephen Koo
Title: Chief Financial Officer

FIRSTNET LEARNING, INC., as Grantor

By: 
Name: Stephen Koo
Title: Chief Financial Officer

POWERDMS, INC., as Grantor

By: 
Name: Stephen Koo
Title: Chief Financial Officer

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as First Lien Collateral Agent**

By: 

Name: Annmarie Warren

Title: Banking Officer

Schedule I

United States Registered and Applied-For Trademarks

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
GovernmentJobs.com, Inc.	NEOGOV	4308168	26-Mar-2013
FirstNet Learning, Inc.	knowledge@work	4028144	20-Sept-2011
Innovative Data Solutions, Inc.	THE MARK OF COMPLIANCE	3990998	5-Jul-2011
PowerDMS, Inc.	PowerDMS	3812714	6-Jul-2010
PowerDMS, Inc.	PowerDMS	6214766	8-Dec-2020
PowerDMS, Inc.	Content Hub	6171663	6-Oct-2020
GovernmentJobs.com, Inc.	NEOED	6343765	4-May-2021