

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Talent Solutions, LLC		12/30/2021	Limited Liability Company: DELAWARE
The Team Companies, LLC		12/30/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	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>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3186000	TALENT SOLUTIONS	
<b>Registration Number:</b>	3605007	TALENT SOLUTIONS	
<b>Registration Number:</b>	2880002	TALENT SOLUTIONS	
<b>Registration Number:</b>	5389393	WHERE CREATIVE INDUSTRIES GET DOWN TO BU	
<b>Registration Number:</b>	4605538	SOMETIMES IT'S WHAT YOU KNOW	
<b>Registration Number:</b>	4617030	TOCS	
<b>Registration Number:</b>	5089709	T TC THE TEAM COMPANIES	
<b>Registration Number:</b>	4706688	THE TEAM COMPANIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		

OP \$215.00 3186000

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	12/30/2021
<b>Total Attachments: 6</b> source=21. Cast & Crew - Joinder Trademark Security Agreement_#page1.tif source=21. Cast & Crew - Joinder Trademark Security Agreement_#page2.tif source=21. Cast & Crew - Joinder Trademark Security Agreement_#page3.tif source=21. Cast & Crew - Joinder Trademark Security Agreement_#page4.tif source=21. Cast & Crew - Joinder Trademark Security Agreement_#page5.tif source=21. Cast & Crew - Joinder Trademark Security Agreement_#page6.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Talent Solutions, LLC
- 2. The Team Companies, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. LLC-DE; 2. LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 30, 2021

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: ON

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text  
See Schedule I

B. Trademark Registration No.(s)  
See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP,  
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

December 30, 2021  
Date

Elaine Carrera  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of December 30, 2021 (this "Agreement"), among Talent Solutions, LLC and The Team Companies, LLC (each a "Grantor" and, collectively, the "Grantors") and Royal Bank of Canada in its capacity as administrative agent and collateral agent for the lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WHEREAS, reference is made to (a) the Credit Agreement dated as of February 7 2019, (as amended by the Amendment No. 1 to First Lien Credit Agreement, dated as of February 27, 2020, as amended by the Incremental Facility Agreement No. 1, dated as of April 20, 2020, as amended by the Incremental Facility Agreement No. 2, dated as of December 30, 2021 and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Camera Holdings LP, a Delaware limited partnership ("Initial Holdings"), Payroll Holdings, LLC, a Delaware limited liability company ("Holdings"), Camera Merger Sub III LLC, a Delaware limited liability company (the "Initial Borrower") and Cast & Crew Payroll, LLC, a Delaware limited liability company (the "Borrower"), the lenders and issuing banks from time to time party thereto and the Administrative Agent and (b) the First Lien Pledge and Security Agreement, dated as of February 7, 2019 (as supplemented by the Security Agreement Joinder No. 1, dated as of April 20, 2020, as supplemented by the Security Agreement Joinder No. 2, dated as of December 30, 2021, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement in as consideration for such extensions of credit.

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 or the 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 Secured Obligations, each Grantor hereby grants to the Administrative 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 now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. 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.

*[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.

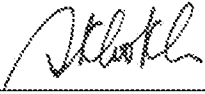
**TALENT SOLUTIONS, LLC,**

DocuSigned by:  
By: sally knutson  
AD7A4940EBBCA4FC  
Name: Sally Knutson  
Title: Chief Financial Officer

**THE TEAM COMPANIES, LLC,**

DocuSigned by:  
By: sally knutson  
AD7A4940EBBCA4FC  
Name: Sally Knutson  
Title: Chief Financial Officer

ROYAL BANK OF CANADA, as Collateral Agent

By:  \_\_\_\_\_

Name: Susan Khokher  
Title: Manager, Agency

**SCHEDULE I**

U.S. Trademark Registrations:

TRADEMARK	JURISDICTION	REGISTRATION NUMBER	REGISTERED OWNER	STATUS
TALENT SOLUTIONS	US	3,186,000	Talent Solutions, LLC	Registered
TALENT SOLUTIONS	US	3,605,007	Talent Solutions, LLC	Registered
TALENT SOLUTIONS	US	2,880,002	Talent Solutions, LLC	Registered
WHERE CREATIVE INDUSTRIES GET DOWN TO BUSINESS	US	5,389,393	The TEAM Companies, LLC	Registered
SOMETIMES IT'S WHAT YOU KNOW	US	4,605,538	The TEAM Companies, LLC	Registered
TOCS	US	4,617,030	The TEAM Companies, LLC	Registered
TTC THE TEAM COMPANIES	US	5,089,709	The TEAM Companies, LLC	Registered
THE TEAM COMPANIES	US	4,706,688	The TEAM Companies, LLC	Registered

U.S. Trademark Applications:

None.