

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731542

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSX INTERNATIONAL, INC.		05/31/2022	Corporation: DELAWARE
Pro Unlimited, Inc.		05/31/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), as collateral agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-2292		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2681980	B2BBUYER	
Registration Number:	2849856	B2BBUYER	
Registration Number:	3697687	B2BBUYER	
Registration Number:	4513391	B2BBUYER	
Registration Number:	4403489	STARS METHODOLOGY FOR CONTINUOUS IMPROVE	
Registration Number:	4721515	GEOMETRIC RESULTS	
Registration Number:	6016855	GRI GEOMETRIC RESULTS, INC.	
Serial Number:	97035038	WILLHIRE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		

CH \$215.00 2681980

ATTORNEY DOCKET NUMBER:	30045.00373
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/01/2022

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of May 31, 2022 (this "Agreement"), among (a)(i) MSX INTERNATIONAL, INC., a Delaware corporation and (ii) Pro Unlimited, Inc., a New York corporation (each, a "Grantor"), (b) U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), in its capacity as collateral agent for the purchasers party to the Indenture referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Indenture dated as of September 1, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture"), by and among Select Parent, Inc., a Delaware corporation ("Holdings"), Select Acquisition Holdings, Inc., a Delaware corporation (the "Issuer"), the holders from time to time party thereto and the Collateral Agent, (b) a Note Purchase Agreement dated as of September 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") and (c) the Second Lien Pledge and Security Agreement dated as of September 1, 2021 (the "Security Agreement"), by and among the Issuer, the Subsidiary Parties from time to time party thereto and the Collateral Agent;

WHEREAS, GS Initial Purchasers have agreed to purchase Notes from the Issuer subject to the terms and conditions set forth in the Indenture and the Note Purchase Agreement; and

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such Notes previously purchased.

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 Indenture, or if not defined in the Indenture, then as defined in the Note Purchase Agreement, or if not defined in the Note Purchase Agreement, then as defined in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Second Lien Notes Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Second Lien Notes 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 SECOND LIEN NOTES 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.

GRANTOR

MSX INTERNATIONAL, INC.

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

PRO UNLIMITED, INC.

By: _____
DocuSigned by:
Teresa Golio
Name: Teresa Golio
Title: Senior Vice President, Finance

AGENT:

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION

By: _____

Name: **Joshua A. Hahn**
Title: **Vice President**

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 007739 FRAME: 0478

SCHEDULE I

List of Trademarks

Trademark Registrations and Applications

NO.	MARK	COUNTRY	REGISTRATION NO. / APPLICATION NO.	REGISTRATION DATE / APPLICATION DATE	STATUS	OWNER / APPLICANT
1.	B2BBUYER	United States	2,681,980	1/28/2003	Registered	MSX International, Inc.
2.	B2BBUYER	United States	2,849,856	6/1/2004	Registered	MSX International, Inc.
3.	B2BBUYER	United States	3,697,687	10/20/2009	Registered	MSX International, Inc.
4.	B2BBUYER	United States	4,513,391	4/15/2014	Registered	MSX International, Inc.
5.	STARS Methodology for Continuous Improvement	United States	4,403,489	9/17/2013	Registered	MSX International, Inc.
6.	GEOMETRIC RESULTS	United States	4,721,515	4/14/2015	Registered	MSX International, Inc.
7.	GRI GEOMETRIC RESULTS, INC. & Design	United States	6,016,855	3/24/2020	Registered	MSX International, Inc.
8.	B2BBUYER	Canada	TMA658341	2/8/2006	Registered	MSX International, Inc.
9.	GEOMETRIC RESULTS & Design	Canada	TMA972203	5/31/2017	Registered	MSX International, Inc.
10.	GEOMETRIC RESULTS & Design	Canada	1994240	11/6/2019	Pending	MSX International, Inc.
11.	WILLHIRE	USA	97035038	September 19, 2021	Application	Pro Unlimited, Inc.

List of Patents

Issued Patents

None.

[Signature Page to Second Lien IP Security Agreement]

List of Copyrights

Copyright Registrations and Applications

NO	TITLE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	STATUS	OWNER / APPLICANT
1.	Measurement system assessment I / prepared by MRI, Management Resources International, Inc.	USA	TX0005431878	2001-09-20	Registered	MSX International, Inc.
2.	ISO 9000 for the health care industry.	USA	TX0005437592	2001-09-25	Registered	MSX International, Inc.
3.	Understanding ISO 14001 : building and implementing an effective environmental management system.	USA	TX0005437593	2001-09-25	Registered	MSX International, Inc.
4.	Statistical process control 1.	USA	TX0005437594	2001-09-25	Registered	MSX International, Inc.
5.	Statistical process control II.	USA	TX0005475215	2001-09-21	Registered	MSX International, Inc.
6.	Continuous improvement seminars and services.	USA	TX0005307091	2000-03-15	Registered	MSX International, Inc.
7.	Design of experiments 2 / prepared by MRI.	USA	TX0005643240	2001-09-21	Registered	MSX International, Inc.
8.	Internal quality system auditing ISO/QS/TE 9000.	USA	TX0005720751	2001-09-21	Registered	MSX International, Inc.
9.	Design of experiments.	USA	TX0005741148	2001-09-20	Registered	MSX International, Inc.

[Signature Page to Second Lien IP Security Agreement]

NO	TITLE	COUNTRY	REGISTRATION NO.	REGISTRATION DATE	STATUS	OWNER / APPLICANT
10.	ISO 14000 for the automotive industry : integrating the ISO-14001 environmental management system with the ISO/QS-9000 quality system requirements.	USA	TX0005783675	2001-09-20	Registered	MSX International, Inc.
11.	Measurement system assessment II.	USA	TX0005783676	2001-09-20	Registered	MSX International, Inc.