

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hireku Inc.		07/06/2021	Corporation: DELAWARE
NXTThing Rpo LLC		07/06/2021	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	1800 Century Park East		
Internal Address:	Suite 1100		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90067		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97058480	JAZZHR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.646		
NAME OF SUBMITTER:	Kristen N. Lange		
SIGNATURE:	/kristenlange/		
DATE SIGNED:	06/29/2022		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of July, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of April 23, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Jobvite Holdings, Inc., a Delaware corporation ("Parent"), Jobvite, Inc., a Delaware corporation ("Jobvite"), those additional entities that thereafter become parties thereto as US Borrowers in accordance with the terms thereof by executing the form of Joinder attached thereto as Exhibit J-1 (each, together with Jobvite, a "US Borrower" and individually and collectively, jointly and severally, as "US Borrowers"), Talemtry Inc., a British Columbia corporation ("Canadian Borrower"; together with the US Borrowers, each a "Borrower" and individually and collectively, jointly and severally, as "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of April 23, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security

Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HIREKU INC., a Delaware corporation

By: 
Name: Ron Cano
Title: Treasurer

NXTTHING RPO LLC, an Ohio limited liability company

By: 
Name: Ron Cano
Title: Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

HIREKU INC., a Delaware corporation

By: _____
Name: _____
Title: _____

NXTTHING RPO LLC, an Ohio limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By: Joanne Rosario
Name: Joanne Rosario
Title: Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark Name	Serial Number / Registration Number	Filing Date / Registration Date	Status
Hireku Inc.	United States		87/370,443 5,306,107	March 14, 2017 October 10, 2017	Registered
Hireku Inc.	United States	JAZZ	86/567,315 4,984,616	March 17, 2015 June 21, 2016	Registered
Hireku Inc.	United States	ROLE MATCH	86/549,377 4,957,135	February 28, 2015 May 10, 2016	Registered
Hireku Inc.	United States	ROLE MODEL	86/549,374 4,957,134	February 28, 2015 May 10, 2016	Registered
Hireku Inc.	United States	PERFORMER DIMENSIONS	86/549,368 4,957,133	February 28, 2015 May 10, 2016	Registered
Hireku Inc.	United States	PERFORMERS ONLY	86/549,363 4,957,132	February 28, 2015 May 10, 2016	Registered
Hireku Inc.	United States		86/404,778 4,775,804	September 24, 2014 July 21, 2015	Registered
Hireku Inc.	United States		86/404,771 4,743,063	September 24, 2014 May 26, 2015	Registered
Hireku Inc.	United States	Resumator	86/235,345 4,624,888	March 28, 2014 October 21, 2014	Registered
Hireku Inc.	United States	THE RESUMATOR	86/235,341 4,624,887	March 28, 2014 October 21, 2014	Registered
Hireku Inc.	Canada	JAZZ	1743074 TMA986792	August 24, 2015 December 13, 2017	Registered
Hireku Inc.	E.U.		013324645 013324645	October 3, 2014 February 17, 2015	Registered
Hireku Inc.	E.U.		013322086 013322086	October 3, 2014 February 2, 2015	Registered
Hireku Inc.	E.U.	THE RESUMATOR	013294871 013294871	September 24, 2014 February 17, 2015	Registered
Hireku Inc.	E.U.	Resumator	013294814 013294814	September 24, 2014 February 17, 2015	Registered
NXTThing RPO LLC	United States	STARTWIRE	85/224,124 4,012,303	01-24-2011 08-16-2011	Registered

Trade Names


Hireku Inc.

- RFP360

NXTThing RPO LLC



- None

Common Law Trademarks

Grantor	Country	Mark Name	Serial Number / Registration Number	Filing Date / Registration Date
Hireku Inc.	United States	JAZZHR	N/A N/A	N/A N/A
Hireku Inc.	United States	JAZZHR HERO	N/A N/A	N/A N/A
Hireku Inc.	United States	JAZZHR PLUS	N/A N/A	N/A N/A
Hireku Inc.	United States	JAZZHR PRO	N/A N/A	N/A N/A
NXTThing RPO LLC	N/A	NXTTHING	N/A	N/A
NXTThing RPO LLC	N/A	NXTTHING RPO	N/A	N/A
NXTThing RPO LLC	N/A	TAKING YOUR COMPANY TO THE NEXT LEVEL	N/A	N/A
NXTThing RPO LLC	N/A	NEXT GENERATION OF RECRUITING	N/A	N/A
NXTThing RPO LLC	N/A		N/A	N/A

Trademarks Not Currently In Use

Grantor	Country	Mark Name	Serial Number / Registration Number	Filing Date / Registration Date	Status
Hireku Inc.	United States	PERFORMANCE RECRUITING PLATFORM	86/549,359 N/A	February 28, 2015 N/A	Abandoned Application
Hireku Inc.	United States	CROWD	86/818,719 N/A	November 12, 2015 N/A	Abandoned Application
Hireku Inc.	United States	PERFORMER PLATFORM	86/818,702 N/A	November 12, 2015 N/A	Abandoned Application
Hireku Inc.	United States	QUICKPOST	86/552,048 N/A	March 3, 2015 N/A	Abandoned Application
Hireku Inc.	United States	PERFORMER PROFILE	86/549,371 N/A	February 28, 2015 N/A	Abandoned Application

Hireku Inc.	United States	PERFORMANCE RECRUITING	86/549,353 N/A	February 28, 2015 N/A	Abandoned Application
Hireku Inc.	United States	PERFORMULA	86/541,600 N/A	February 20, 2015 N/A	Abandoned Application
Hireku Inc.	Canada		1697651 N/A	October 10, 2014 N/A	Abandoned Application
Hireku Inc.	Canada		1697653 N/A	October 10, 2014 N/A	Abandoned Application
Hireku Inc.	Canada	THE RESUMATOR	1693218 N/A	September 10, 2014 N/A	Abandoned Application
Hireku Inc.	Canada	Resumator	1693220 N/A	September 10, 2014 N/A	Abandoned Application
Hireku Inc.	E.U.	JAZZ	014495626 N/A	August 24, 2015 N/A	Abandoned Application

Trademark Licenses

None

SCHEDULE I
(continued)

Trademark Registrations/Applications

Grantor	Country	Mark Name	Serial Number	Filing Date	Status
Hireku Inc.	United States	JAZZHR	97058480	10/4/21	Pending