

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM737866

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOPTAL, LLC		06/21/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A., as Administrative Agent		
<b>Street Address:</b>	6400 Las Colinas Boulevard		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6025893	THE WORLD'S TOP TALENT, ON DEMAND	
<b>Registration Number:</b>	5777759	HIRE THE TOP 3% OF FREELANCE TALENT	
<b>Registration Number:</b>	5598433	TT DEVELOPERS	
<b>Registration Number:</b>	5598432	TT FINANCE	
<b>Registration Number:</b>	5598431	TT DESIGNERS	
<b>Registration Number:</b>	5354352	TT TOPTAL	
<b>Registration Number:</b>	5345876	TT	
<b>Registration Number:</b>	4944844	TOPTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6507393900		
<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>	6507393939		
<b>Email:</b>	DebbieWu@JonesDay.com		
<b>Correspondent Name:</b>	JONES DAY		
<b>Address Line 1:</b>	250 Vesey Street		
<b>Address Line 4:</b>	New York, NEW YORK 10281-1047		
<b>ATTORNEY DOCKET NUMBER:</b>	677655-000035		
<b>NAME OF SUBMITTER:</b>	Debbie Wu		

CH \$215.00 6025893

<b>SIGNATURE:</b>	/Debbie Wu/
<b>DATE SIGNED:</b>	06/29/2022
<b>Total Attachments: 5</b> source=Citi - Toptal - Trademark Security Agreement (EXECUTED)(1531699768.1)#page1.tif source=Citi - Toptal - Trademark Security Agreement (EXECUTED)(1531699768.1)#page2.tif source=Citi - Toptal - Trademark Security Agreement (EXECUTED)(1531699768.1)#page3.tif source=Citi - Toptal - Trademark Security Agreement (EXECUTED)(1531699768.1)#page4.tif source=Citi - Toptal - Trademark Security Agreement (EXECUTED)(1531699768.1)#page5.tif	

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Security Grant”), dated as of June 21, 2022, is made by the entities identified as grantors on the signature pages hereto (collectively, the “Grantors” and each, a “Grantor”) in favor of Citibank, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the Secured Parties under and as defined in the Credit Agreement referred to below.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of June 21, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TOPTAL, LLC, a Delaware limited liability company (the “Borrower”), the other Loan Parties party thereto, the financial institutions party thereto as Lenders, and Administrative Agent, (i) Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, and (ii) each Grantor (other than the Borrower) has agreed to guarantee the Guaranteed Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to a Pledge and Security Agreement dated as of June 21, 2022, in favor of the Administrative Agent (the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Security Grant;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges, collaterally assigns and grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any intent-to-use trademark application;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted in connection with this Security Grant is granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are fully set forth in the Security

Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks.

Section 5. Counterparts. This Security Grant may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Grant by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Security Grant by fax or electronic mail transmission shall be effective as delivery of a manually executed counterpart of this Security Grant. This Security Grant and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The parties hereto consent to the use of electronic signatures and records with respect to this Security Grant.

Section 6. Governing Law. This Security Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, each Grantor has caused this Security Grant to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**TOPTAL, LLC,**  
as Grantor

DocuSigned by:  
*Andrew Good*  
-9E1D0EF58B334F6...

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

Name: Andrew Good

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

CITIBANK, N.A.,  
as Administrative Agent






By: 

Name: Jonathan Wronski  
Title: Director

**SCHEDULE I  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**U.S. Trademark Registrations**

1. U.S. REGISTERED TRADEMARKS

Country	Trademark	Registration Date	Registration Number	Grantor
United States	THE WORLD'S TOP TALENT, ON DEMAND	03/31/2020	6025893	Toptal, LLC
United States	HIRE THE TOP 3% OF FREELANCE TALENT	06/11/2019	5777759	Toptal, LLC
United States	 developers	11/06/2018	5598433	Toptal, LLC
United States	 finance	11/06/2018	5598432	Toptal, LLC
United States	 designers	11/06/2018	5598431	Toptal, LLC
United States	 toptal	12/12/2017	5354352	Toptal, LLC
United States		11/28/2017	5345876	Toptal, LLC
United States	TOPTAL	04/26/2016	4944844	Toptal, LLC

2. U.S. TRADEMARK APPLICATIONS

None.