

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM740957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest on Reel/Frame 7398/0940		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		07/12/2022	National Banking Association:
RECEIVING PARTY DATA			
Name:	IC Compliance LLC		
Street Address:	1065 East Hillsdale Boulevard, Suite 300		
City:	Foster City		
State/Country:	CALIFORNIA		
Postal Code:	94404		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5251369	TALENTBRIDGE	
Registration Number:	5246384	ICONNECT	
Registration Number:	5778368	TALENTBRIDGE BY TALENTWAVE	
Registration Number:	5187874	TALENTWAVE	
Registration Number:	5143329	TALENTWAVE	
Registration Number:	4942562	RISK QUOTIENT CALCULATOR	
Registration Number:	4303636	ICON	
Registration Number:	3069426	TALENT LOCATOR	
Registration Number:	3780563	ICPAY	
Registration Number:	5192694	TALENTBRIDGE	
Registration Number:	5645160	SVVERIFY	
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:	312-862-3210		
Email:	joe.phu@kirkland.com		
Correspondent Name:	Joe Phu		
Address Line 1:	300 North LaSalle		

CH \$290.00 5251369

Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 50803-1

NAME OF SUBMITTER: Joe Phu

SIGNATURE: /Joe Phu/

DATE SIGNED: 07/13/2022

Total Attachments: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN UNITED TRADEMARK COLLATERAL (this “**Termination**”), is dated as of July 12, 2022, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (the “**Collateral Agent**”), in favor of **IC COMPLIANCE LLC**, a California limited liability company (the “**Grantor**”).

WHEREAS, pursuant to that certain Trademark Security Agreement dated, July 19, 2021 by and between the Grantor and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Trademark Security Agreement**”), the Grantor pledged and granted to Collateral Agent, for itself and the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademarks listed in Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“**USPTO**”) on July 21, 2021 at Reel/Frame 007398/0940 with the Trademark Division of the USPTO.

WHEREAS, the Collateral Agent now desires to terminate and release the Trademark Security Agreement and its security interest in the Trademark Collateral, including the Trademarks listed on Schedule A.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreement.

2. Release of Security Interest. The Collateral Agent, on behalf of itself and the Secured Parties, hereby terminates the Trademark Security Agreement and irrevocably terminates, releases and discharges the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Trademark Security Agreement, in the Trademark Collateral, including the Trademarks listed on Schedule A hereto, and, all associated goodwill, and, without representation, recourse or warranty whatsoever, reassigns, transfers and conveys to the Grantor all right, title and interest of Collateral Agent in the Trademark Collateral, including all associated goodwill, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby terminate, cease and become void.

3. Further Assurances. Collateral Agent hereby authorizes the Grantor or an authorized representative of the Grantor to (i) record this Termination with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of the Collateral Agent in the Trademark Collateral and/or (iii) otherwise record or file this Termination in the applicable governmental office or

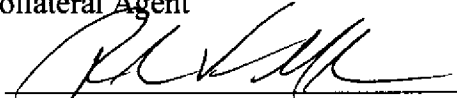
Execution Version

agency. The Collateral Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably requests (at the Grantor's sole cost and expense) in order to confirm this Termination and the Grantor's right, title and interest in, to and under the Trademark Collateral.

[signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: Robin Van Meter

Title: Senior Vice President

Schedule A

Trademark	Type	Registration Date	Registration #	Renewal Date	Serial #	Status	Current Owner of Record
TalentBridge and Design	logo	7/25/2017	5251369	7/25/2022	87365190	live	IC Compliance LLC
iConnect	text	7/18/2017	5246384	7/18/2022	87282814	live	IC Compliance LLC
TalentBridge by TalentWave and Design	logo	6/18/2019	5778368	6/18/2024	87365153	live	IC Compliance LLC
TalentWave	text	4/18/2017	5187874	4/18/2022	86910928	live	IC Compliance LLC
TalentWave and Design	logo	2/14/2017	5143329	2/14/2022	86951409	live	IC Compliance LLC
Risk Quotient Calculator and Design	logo	4/19/2016	4942562	4/19/2021	86518217	live	IC Compliance LLC
ICon and Design	logo	3/19/2013	4303636	3/19/2022	85429886	live	IC Compliance LLC
Talent Locator	text	3/14/2006	3069426	3/14/2025	78522609	live	IC Compliance LLC
ICPay	text	4/27/2010	3780563	4/27/2029	77808517	live	IC Compliance LLC
TalentBridge	text	4/25/2017	5192694	4/25/2022	86960832	live	IC Compliance LLC
Svverify	text	1/1/2019	5645160	1/1/2024	87750320	live	IC Compliance LLC