

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PeopleShare, LLC		07/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Stifel Bank & Trust		
Street Address:	550 Reserve St, Suite 625		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	Banking Corporation: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88677206	PEOPLESARE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6842		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	516115-00005		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	07/19/2022		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 19, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “IP Security Agreement”), is made by PeopleShare, LLC, a Delaware limited liability company (the “Grantor”) in favor of Stifel Bank & Trust, as Administrative Agent (together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among PeopleShare Acquisition Corporation, a Delaware corporation, PeopleShare, LLC, a Delaware limited liability company (“Borrower”), the other Loan Parties from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto as lenders (the “Lenders”), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. Capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantor and certain of its Affiliates shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of even date herewith, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including certain of its Copyrights, Trademarks and Patents and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its Copyrights, Trademarks and Patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1 Grant of Security. Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “IP Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Secured Obligations (as defined in the Guarantee and Collateral Agreement):

(a) all Registered Intellectual Property consisting of Copyrights, as identified in Schedule 1;

(b) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (a) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above (the items described in (a) and (b), collectively, the “Copyright Collateral”);

(c) (i) all Registered Intellectual Property consisting of Trademarks, as identified in Schedule 2 (but excluding in all cases any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest granted hereunder) and (ii) the goodwill of the business connected with the use of, and symbolized by, each of the above;

(d) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (c) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (c) above (items described in clauses (c) and (d), collectively, the “Trademark Collateral”);

(e) (i) all Registered Intellectual Property consisting of Patents, as identified in Schedule 3, and (ii) all reissues, divisions, reexaminations, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon; and

(f) (i) the right to sue or otherwise recover for any and all past, present and future Infringements (as defined in the Guarantee and Collateral Agreement) and misappropriations of any of the property described in (e) above, and (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (e) above (items described in (e) and (f), collectively, the “Patent Collateral”).

SECTION 2 Excluded Assets. Notwithstanding anything to the contrary in this IP Security Agreement, none of the Excluded Assets shall constitute IP Collateral.

SECTION 3 Recordation. Grantor authorizes and requests that the Register of Copyrights and Commissioner of Patents and Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

SECTION 4 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5 GOVERNING LAW. THIS IP SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS IP

SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6 Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement, as applicable, shall govern.

SECTION 7 Notice. Each party to this IP Security Agreement irrevocably consents to service of process at the address provided for notices in Section 10.02 of the Credit Agreement. Nothing in this IP Security Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable law.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

PEOPLESARE, LLC

By: 

Name: Stephen Reynolds

Title: Executive Vice President

[IP SECURITY AGREEMENT]

TRADEMARK
REEL: 007794 FRAME: 0819

STIFEL BANK & TRUST,
as Administrative Agent

By: Juli Van Hook
Name: Juli Van Hook
Title: Senior Vice President

COPYRIGHTS

None.

TRADEMARKS

Mark	Status	Goods and Services	Owner
PEOPLESARE	App 30-DEC-2020 App 90431374 Pending Intent to Use - Filed Intent to Use USPTO Status: Suspension letter - mailed USPTO Status Date: 26-JAN-2022	35 INT. CL. 35 PERSONNEL STAFFING; PERSONNEL RECRUITMENT; PERSONNEL PLACEMENT AND RECRUITMENT	PEOPLESARE, LLC
PEOPLEVIEW	App 21-JUL-2020 App 90064058 Published (Pending) Intent to Use FILED AS USE APPLICATION USPTO Status: Notice of allowance - issued USPTO Status Date: 01-MAR-2022	35 INT. CL. 35 EMPLOYMENT AGENCY SERVICES, NAMELY, FILLING THE TEMPORARY AND PERMANENT STAFFING NEEDS OF BUSINESSES; MANAGING THE PROVISION OF TEMPORARY CONTRACT PERSONNEL; PERSONNEL MANAGEMENT AND CONSULTANCY SERVICES; COMPUTER ON-LINE ORDERING VIA A GLOBAL INFORMATION NETWORK; AND PROVIDING COMPUTER ON-LINE REPORTS VIA A GLOBAL INFORMATION NETWORK, ALL IN THE FIELD OF PERSONNEL PROCUREMENT	PEOPLESARE, LLC
PEOPLESARE	App 01-NOV-2019 App 88677206 Pending FILED AS USE APPLICATION USE APPLICATION - CURRENT USPTO Status: Suspension letter - mailed USPTO Status Date: 29-OCT-2021	35 INT. CL. 35 EMPLOYMENT AGENCY SERVICES, NAMELY, FILLING THE TEMPORARY AND PERMANENT STAFFING NEEDS OF BUSINESSES; MANAGING THE PROVISION OF TEMPORARY CONTRACT PERSONNEL; PERSONNEL MANAGEMENT AND CONSULTANCY SERVICES; COMPUTER ONLINE ORDERING VIA A GLOBAL INFORMATION NETWORK IN THE FIELD OF PERSONNEL PROCUREMENT, PROVIDING ONLINE NON-DOWNLOADABLE INFORMATION REPORTS VIA A GLOBAL INFORMATION NETWORK IN THE FIELD OF PERSONNEL PROCUREMENT	PEOPLESARE, LLC

PATENTS

None.