

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM742514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerberus Business Finance Agency, LLC		07/19/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TMP Opco, LLC		
Street Address:	125 Broad Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TMP Worldwide Advertising & Communications, LLC		
Street Address:	125 Broad Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TMP Government, LLC		
Street Address:	7900 Westpark Drive, Suite T700		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	TMP Intellectual Property Holdings, LLC		
Street Address:	125 Broad Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	perengo inc.		
Street Address:	125 Broad Street, 10th Floor		
City:	New York		

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State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Corporation: DELAWARE
Name:	CKR Group, Inc.
Street Address:	125 Broad Street, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Corporation: CALIFORNIA
Name:	TMP Holdings Canada GP, LLC
Street Address:	One Battery Park Plaza, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Liability Company: DELAWARE
Name:	TMP Holdings Canada, L.P.
Street Address:	One Battery Park Plaza, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4139504	THE DIGITAL BRAND AUTHORITY
Registration Number:	4035251	PEOPLE IN BUSINESS
Registration Number:	4191173	TALENTBREW
Serial Number:	87435719	
Registration Number:	5227101	WORK WITH ME
Registration Number:	3647484	WORK WITH ME
Registration Number:	2151853	
Registration Number:	2150279	TMP WORLDWIDE
Registration Number:	2151852	TMP WORLDWIDE
Registration Number:	4154713	TMPWORLDWIDE
Registration Number:	5302015	PERENGO

CORRESPONDENCE DATA

Fax Number: 2125935955

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.

Phone: 2127562132
Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel
Address Line 1: 919 Third Avenue
Address Line 2: Floor 25
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Scott Kareff
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SIGNATURE:	/EC FOR SK/
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DATE SIGNED:	07/20/2022
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Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

July 19, 2022

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of July 19, 2022 (the "Effective Date"), is made by Cerberus Business Finance Agency, LLC, a Delaware limited liability company (the "Releasor"), in favor of each of TMP Opco, LLC, TMP Worldwide Advertising & Communications, LLC, TMP Government, LLC, TMP Intellectual Property Holdings, LLC, perengo inc., CKR Group, Inc. TMP Holdings Canada GP, LLC and TMP Holdings Canada, L.P. (each a "Releasee" and collectively, the "Releasees").

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated April 20, 2018, as amended by that certain Security Agreement Supplement, dated December 21, 2018, by perengo inc., as further amended by that certain Security Agreement Supplement, dated February 28, 2019, by CKR Group, Inc., and as further amended by that certain Security Agreement Supplement, dated September 7, 2021, by TMP Holdings Canada GP, LLC and TMP Holdings Canada, L.P. (collectively, the "Security Agreement"), each Releasee granted to Releasor, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of each Releasee in, to and under the trademarks and service marks listed on Schedule A attached hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks"), together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral").

WHEREAS, pursuant to (i) that certain Grant of Security Interest - Trademarks, dated April 20, 2018, by TMP Intellectual Property Holdings, LLC, recorded in the United States Patent and Trademark Office on April 20, 2018 at Reel 6346, Frame 0963, (ii) that certain Grant of Security Interest - Trademarks, dated April 20, 2018, by TMP Worldwide Advertising & Communications, LLC, recorded in the United States Patent and Trademark Office on April 20, 2018 at Reel 6349, Frame 0468 and (iii) that certain Grant of Security Interest - Trademarks, dated December 21, 2018, perengo inc., recorded in the United States Patent and Trademark Office on December 21, 2018 at Reel 6562, Frame 0778 (collectively with (i) and (ii), the "Trademark Security Agreement"), each Releasee pledged, conveyed, sold, assigned transferred and set over unto Releasor, and granted to Releasor for the benefit of the Releasor and the Secured Parties, a continuing security interest in the Collateral; and

WHEREAS, each Releasee has requested, and Releasor wishes to provide, a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of the Releasor's security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Security Agreement.

2. Release of Security Interest. Releasor, without representation, warranty or recourse, hereby (i) absolutely, unconditionally and irrevocably releases, relinquishes, terminates, cancels and discharges the collateral pledges, grants, liens and security interests granted by Releasees to Releasor, for the benefit of the Secured Parties, in and to the Collateral, including without limitation its continuing security interest in the Trademarks, and (ii) terminates the Trademark Security Agreement.

3. Recordation of Release. The Releasor understands and agrees that this Release may be recorded by the Releasees, or their successors or assigns, with the United States Patent and Trademark Office.

4. Governing Law. This Release shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, the Releasor has caused this Release of Security Interest in Trademarks to be duly executed as of the date first above written.

**CERBERUS BUSINESS FINANCE
AGENCY, LLC**




By: 

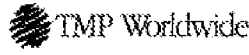
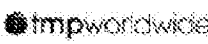

Name: Daniel E. Wolf

Title: Senior Managing Director

SCHEDULE A

Trademarks and Trademark Applications

Owner of Record	Trademark	Registration No.	Registration Date
TMP Worldwide Advertising & Communications, LLC	THE DIGITAL BRAND AUTHORITY	4,139,504	5/8/2012
TMP Worldwide Advertising & Communications, LLC	PEOPLE IN BUSINESS	4,035,251	10/4/2011
TMP Worldwide Advertising & Communications, LLC	TALENTBREW	4,191,173	8/14/2012
TMP Worldwide Advertising & Communications, LLC	Inverse Sphere Design 	87/435719	[Pending]
TMP Worldwide Advertising & Communications, LLC	WORK WITH ME	5,227,101	6/20/2017
TMP Worldwide Advertising & Communications, LLC	WORK WITH ME (Stylized) 	3,647,484	6/30/2009
TMP Intellectual Property Holdings, LLC	Globe Design 	2,151,853	4/21/1998
TMP Intellectual Property Holdings, LLC	TMP WORLDWIDE	2,150,279	4/14/1998

Owner of Record	Trademark	Registration No.	Registration Date
TMP Intellectual Property Holdings, LLC	TMP WORLDWIDE & Globe Design 	2,151,852	4/21/1998
TMP Intellectual Property Holdings, LLC	Tmpworldwide and (new logo) Sphere Design 	4,154,713	6/5/2012
perengo inc.		5,302,015	10/3/2017