

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM752208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRSOFT USA, Inc.		08/30/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street		
Internal Address:	10th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4719359	HRSOFT	
Registration Number:	1877440	HRSOFT	
Registration Number:	3235437	HEALTH PAGES	
Registration Number:	3178032	TALENTCENTER	
Registration Number:	2726287	BRAVANTA	
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>			
Email:	julia.brow@us.dlapiper.com		
Correspondent Name:	Julia Brow		
Address Line 1:	4365 Executive Drive		
Address Line 2:	Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Julia Brow		
SIGNATURE:	/Julia Brow/		
DATE SIGNED:	08/30/2022		
Total Attachments: 6			

CH \$140.00 4719359

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of August 30, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and HRSOFT USA, INC., a Delaware corporation.

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree as follows:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property; provided, however, that Collateral shall not include Excluded Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

794 Penllyn Pike
Suite 214
Blue Bell, PA 19422

GRANTOR:

HRSOFT USA, INC.

By: Martlan E. Cramer
Name: Martlan E. Cramer
Title: Secretary

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: Imran.Premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Jonathan Schupack
Title: Assistant General Manager

By: _____
Name: Brittany Martin
Title: Assistant General Manager

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

794 Penllyn Pike
Suite 214
Blue Bell, PA 19422

GRANTOR:

HRSOFT USA, INC.

By: _____
Name:
Title:

Address of Bank:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: imran.premji@cibc.com

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Jonathan Schupack
Title: Assistant General Manager

By: _____
Name: Brittany Martin
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS


N/A

EXHIBIT B

PATENTS

<i>Jurisdiction</i>	<i>Full Title</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Record Owner</i>
US	Dynamic Software Product Builder	16/826,282 (<i>not yet available for public inspection</i>)*	3/22/2020	HRSOFT USA, INC.

EXHIBIT C
TRADEMARKS

<i>Jurisdiction</i>	<i>Mark</i>	<i>Application No./ Registration No.</i>	<i>Application Date/ Registration Date</i>	<i>Record Owner</i>
U.S.		Reg. No. 4719359	4/14/2015	HRSoft USA, Inc.
U.S.	HRSOFT	Reg. No. 1877440	2/7/1995	HRSOFT USA, INC.
U.S.	HEALTH PAGES	Reg. No. 3235437	4/24/2007	HRSOFT USA, INC.
U.S.	TALENTCENTER	Reg. No. 3178032	11/28/2006	HRSOFT USA, INC.
U.S.	BRAVANTA	Reg. No. 2726287	6/17/2003	HRSOFT USA, INC.
Canada	KADIRI TOTALCOMP	Reg. No. TMA596938	12/9/2003	Workstream U.S.A.
Canada	TALENTCENTER	Reg. No. TMA710440	3/31/2008	Workstream U.S.A.