

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765616

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Criteria Corp.		11/03/2022	Corporation: CALIFORNIA
JobFlare LLC		11/03/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank, as Agent		
Street Address:	1 East Washington Street, Suite 1400		
Internal Address:	Attn: Legal Dept.		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	6601304	CCAT	
Registration Number:	5335264	JOBFLARE	
Registration Number:	3400081	HIRESELECT	
Registration Number:	4494392	PRE-EMPLOYMENT TESTING MADE EASY	
Registration Number:	5785920	PLAY GAMES. GET HIRED.	
Serial Number:	97368515	CRITERIA	
Serial Number:	97368551	CRITERIA	
Serial Number:	97368590	CRITERIA	
Serial Number:	97368617	ILLUSTRAIT	
Serial Number:	97368641	ILLUSTRAIT	
Serial Number:	97368660	ILLUSTRAIT	
CORRESPONDENCE DATA			
Fax Number:	3124996701		
<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) 499-6700		
Email:	tapatterson@duanemorris.com		

OP \$290.00 6601304

Correspondent Name: Brian P. Kerwin
Address Line 1: 190 South LaSalle Street, Suite 3700
Address Line 2: Duane Morris LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Brian P. Kerwin

SIGNATURE: /Brian P. Kerwin/

DATE SIGNED: 11/03/2022

Total Attachments: 10

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**SECOND AMENDED AND RESTATED CONFIRMATORY GRANT
OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS SECOND AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “**Confirmatory Grant**”) dated as of November 3, 2022, is made by **CRITERIA CORP.**, a California corporation (“**Criteria**”), **JOBFLARE LLC**, a California limited liability company (“**JobFlare**”); and together with Criteria, are sometimes hereinafter referred to individually and collectively as “**Borrower**” and/or “**Borrowers**”), in favor of **WESTERN ALLIANCE BANK**, an Arizona corporation, as assignee of Webster Bank, National Association (as successor by merger to Sterling National Bank), in its capacity as administrative agent for the Lenders (as defined in the Loan Agreement identified below) (together with its successors and assigns in such capacity, “**Agent**”).

RECITALS

WHEREAS, CHAMPION HOLDING, INC., a Delaware corporation, Borrower, Webster Bank, National Association (as successor by merger to Sterling National Bank), in its capacity as administrative agent (“**Prior Agent**”), and Webster Bank, National Association (as successor by merger to Sterling National Bank), as the lender (“**Prior Lender**”), are parties to that certain Loan and Security Agreement and Guaranty as of March 16, 2020 (as the same has been and may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which provides (i) for Prior Lender to make certain loans to Borrower, and (ii) for the grant by Borrower to Prior Agent, on behalf of and for the benefit of itself and the Prior Lender, of a security interest in Borrower’s assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted);

WHEREAS, Borrowers and Prior Agent are party to that certain Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property dated as of August 30, 2021 (as amended or modified through the date hereof, the “**Existing Confirmatory Grant**”);

WHEREAS, Prior Agent and Prior Lender assigned all of its right, title and interest in the Revolving Loan, the Term Loan, the Loans, the Letter of Credit Obligations, the Loan Agreement, the other Financing Agreements and the Collateral, and delegated all their respect Commitments and other duties and obligations as a “Lender” under the Loan Agreement and other Financing Agreements, to Western Alliance Bank, an Arizona corporation (“**WAB**”), and WAB was appointed Agent to serve as “Agent” under the Loan Agreement and the other Financing Agreements, in each case pursuant to that certain Assignment Agreement, dated as of August 8, 2022, by and between Prior Lender, WAB and Prior Agent;

WHEREAS, the parties hereto desire to amend and restate the Existing Confirmatory Grant; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Loan Agreement to Agent, on behalf of and for the benefit of itself and the Lenders. The rights and remedies of Agent with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Loan Agreement and the other Financing Agreements, all terms and provisions of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Loan Agreement) of the Liabilities, as defined in the Loan Agreement (collectively, the “**Obligations**”), Borrower hereby confirms its grant to Agent, on behalf of and for the benefit of itself and the Lenders, of a continuing security interest in and to any and all of Borrower’s right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property, wherever located (collectively, the “**Intellectual Property**”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Patents**”); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of the Borrower’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “**Trademarks**”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “**Copyrights**”).

3. Effect on Loan Agreement. Borrower acknowledges and agrees that this Confirmatory Grant is not intended to limit or restrict in any way the rights and remedies of Agent or any Lender under the Loan Agreement but rather is intended to be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Agent’s security interest. Agent shall have, in addition to all other rights and remedies given it by the terms of this Confirmatory Grant and the Loan Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in New York. In the event of a conflict between the Loan Agreement and this Confirmatory Grant, the terms of the Loan Agreement shall control.

4. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Loan Agreement in accordance with its terms, this Confirmatory Grant shall terminate, and Agent shall execute and deliver any document reasonably requested by Borrower, at Borrower’s joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Agent hereunder.

5. Severability. The provisions of this Confirmatory Grant are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Confirmatory Grant in any jurisdiction.

6. Modification. This Confirmatory Grant cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Borrower and Agent; provided, however, Agent is permitted to amend the Schedules attached hereto in order to include new or additional Intellectual Property of Borrower after the date hereof (and make any subsequent filing or recordation to reflect such Intellectual Property as identified in Section 9 hereof).

7. Binding Effect; Benefits. This Confirmatory Grant shall be binding upon Borrower and its successors and permitted assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns; provided, however, Borrower shall not assign this Confirmatory Grant or any of Borrower’s obligations hereunder without the prior written consent of Agent.

8. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Confirmatory Grant may be

signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission (including “.pdf”) shall be as legally binding and enforceable as a signed original for all purposes.

9. Further Assurances. Borrower agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Confirmatory Grant and agreements set forth herein. Borrower acknowledges that a copy of this Confirmatory Grant will be filed by Agent with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Borrower; and Borrower hereby authorizes the Commissioner for Patents and Trademarks and Register of Copyrights and any other applicable governmental officials to record and register this Confirmatory Grant upon request of or direction by Agent or its agent.

10. GOVERNING LAW. THIS CONFIRMATORY GRANT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY OF THIS CONFIRMATORY GRANT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES (OTHER THAN THE NEW YORK CHOICE OF LAW AND FORUM ACT).

11. Amendment and Restatement of Existing Confirmatory Grant. On the date hereof (the “**Restatement Date**”), the Existing Confirmatory Grant shall be modified, amended and restated by this Confirmatory Grant. The parties hereto acknowledge and agree that: (a) this Confirmatory Grant and the other agreements, instruments, certificates and documents executed and delivered in connection herewith do not constitute a novation, payment or termination of the “Obligations” (as defined in the Existing Confirmatory Grant) under the Existing Confirmatory Grant as in effect prior to the Restatement Date; and (b) such “Obligations” are in all respects continuing with only the terms thereof being amended and modified as provided in this Confirmatory Grant and the Loan Agreement. Without limitation of the foregoing, Borrowers hereby fully and unconditionally ratify and affirm the Existing Confirmatory Grant, as amended, and agrees that all security interests and other liens granted to Agent (for the benefit of itself and the Lenders) in the collateral thereunder shall from and after the date hereof secure all Obligations hereunder in favor of Agent (for the benefit of itself and the Lenders). Notwithstanding the amendments effected by this Confirmatory Grant of the representations, warranties and covenants of Borrower contained in the Existing Confirmatory Grant, Borrowers acknowledge and agree that any choses in action or other rights created in favor of Agent and Lenders and their successors and assigns arising out of the representations and warranties of Borrowers contained in or delivered (including representations and warranties delivered in connection with the making of the loans or other extensions of credit thereunder) in connection with the Existing Confirmatory Grant, shall survive the execution and delivery of this Confirmatory Grant in favor of Agent. All indemnification obligations of Borrowers pursuant to the Existing Confirmatory Grant shall survive the amendment and restatement of the Existing Confirmatory Grant pursuant to this Confirmatory Grant.

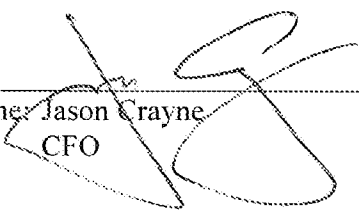
[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Borrowers have duly executed this Second Amended and Restated Confirmatory Grant of Security Interest in Intellectual Property in favor of Agent, as of the date first written above.

CRITERIA CORP.

By: 
Name: Jason Crayne
Its: CFO

JOBFLARE LLC

By: 
Name: Jason Crayne
Its: CFO

Agreed and Accepted:

WESTERN ALLIANCE BANK, as Agent

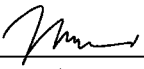
By:  _____
Name: Joshua Roberts
Its: Senior Director

EXHIBIT A
PATENTS

<u>Type of IP</u>	<u>Name</u>	<u>Jurisdiction</u>	<u>Registration Number (if Registered) / Publication Number (if Published)</u>	<u>Application Number</u>	<u>Date Registered</u>	<u>Date Filed</u>
Patent	Method Of Connecting Applicants With Open Employment Positions Using Cognitive Aptitude Games	US	Publication No. 20180322466	15/965465	Abandoned	April 27, 2018

EXHIBIT B
TRADEMARKS

<u>Type of IP</u>	<u>Name</u>	<u>Jurisdiction</u>	<u>Registration Number (if Registered) / Publication Number (if Published)</u>	<u>Application Number</u>	<u>Date Registered</u>	<u>Date Filed</u>
Trademark	CCAT	US	6,601,304	90,498,018	December 28, 2021	January 29, 2021
Trademark	JOBFLARE	US	5,335,264	87,422,680	November 14, 2017	April 24, 2017
Trademark	HIRESELECT	US	3,400,081	78,943,654	March 18, 2008	August 2, 2006
Trademark	PRE-EMPLOYMENT TESTING MADE EASY	US	4,494,392	86,006,672	March 11, 2014	July 10, 2013
Trademark	PLAY GAMES. GET HIRED.	US	5,785,920	88,147,068		October 8, 2018
Trademark	CRITERIA	US	N/A	97,368,515	N/A	April 18, 2022
Trademark	CRITERIA	US	N/A	97,368,551	N/A	April 18, 2022
Trademark	CRITERIA	US	N/A	97,368,590	N/A	April 18, 2022
Trademark	ILLUSTRAIT	US	N/A	97,368,617	N/A	April 18, 2022
Trademark	ILLUSTRAIT	US	N/A	97,368,641	N/A	April 18, 2022
Trademark	ILLUSTRAIT	US	N/A	97,368,660	N/A	April 18, 2022

EXHIBIT C
COPYRIGHTS

None.