

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796454

| | | | |
|---|-------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Recsolu, Inc. | | 03/16/2023 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Canadian Imperial Bank Of Commerce | | |
| Street Address: | 81 Bay Street, 10th Floor | | |
| Internal Address: | Ontario | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 1E7 | | |
| Entity Type: | Banking Corporation: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5034425 | YELLOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4048853900 | | |
| <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: | 4048852735 | | |
| Email: | trademarks@troutman.com | | |
| Correspondent Name: | Majda Muhic, Esq. | | |
| Address Line 1: | 600 Peachtree Street NE, Suite 3000 | | |
| Address Line 2: | Troutman Pepper | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| ATTORNEY DOCKET NUMBER: | 249023.000019 | | |
| NAME OF SUBMITTER: | Majda Muhic, Esq. | | |
| SIGNATURE: | /Majda Muhic/ | | |
| DATE SIGNED: | 03/22/2023 | | |
| Total Attachments: 8 | | | |
| source=04. CIBC_Yello - IP Security Agreement (Recsolu, Inc.) [Executed]#page1.tif | | | |
| source=04. CIBC_Yello - IP Security Agreement (Recsolu, Inc.) [Executed]#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of March 16, 2023 by and between CANADIAN IMPERIAL BANK OF COMMERCE, as lender ("Lender"), and RECSOLU, INC., a Delaware corporation, as borrower ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor and WAYUP, INC., a Delaware corporation ("WayUp"), in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and among Grantor, WayUp and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from

multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

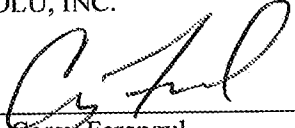
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Recsolu, Inc. (d/b/a Yello)
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

RECSOLU, INC.

By: 
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name:
Title:

By: _____
Name:
Title:

RECSOLU, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 008010 FRAME: 0396

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55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

RECSOLU, INC.

By: _____
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Andrew Schwartz
Title: Assistant General Manager

By: _____
Name: Kurt Nichols
Title: Assistant General Manager

RECSOLU, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

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Attn: Corey Ferengul, Chief Executive Officer
email: corey.ferengul@yello.co

GRANTOR:

RECSOLU, INC.

By: _____
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, Ontario M5J 1E7
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@sibc.com

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____
Name: Andrew Schwartz
Title: Assistant General Manager

By: 
Name: Kurt Nichols
Title: Assistant General Manager

EXHIBIT A

Copyrights

| Title | Registration No. | Registration Date |
|-------|------------------|-------------------|
| None. | | |

EXHIBIT B

Patents

| Title | Application No. | Registration No. | Date Filed |
|---|------------------------|-------------------------|-------------------|
| Method and System for Electronic Management of Recruiting | 13725746 | 8,572,000 | 10/29/2013 |

EXHIBIT C

Trademarks

| Mark | Registration No. | Date Filed |
|-------------|-------------------------|-------------------|
| YELLO | 5,034,425 | 07/02/2015 |