

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807785

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HireVue, Inc.		05/03/2023	Corporation: DELAWARE
Sass Labs Inc.		05/03/2023	Corporation: DELAWARE
Modern Hire, Inc.		05/03/2023	Corporation: OHIO
Modern Hire Holding Company, Inc.		05/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Sixth Street Lending Partners		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3249495	HIREVUE	
Registration Number:	4453625	CODEVUE	
Registration Number:	5492214	ALLYO	
Registration Number:	6487962	COGNITION BY MODERN HIRE	
Registration Number:	6244522	MH	
Registration Number:	6244523	MH MODERN HIRE	
Registration Number:	6244524	MODERN HIRE	
Registration Number:	4528953	MONTAGE	
Registration Number:	4288585	MONTAGE	
Registration Number:	5145092	MONTAGE	
Registration Number:	4672015	MONTAGE TALENT	
Registration Number:	5707657	MONTAGE THE BETTER CANDIDATE EXPERIENCE	
Registration Number:	5212037	MONTAGE PURPOSE-BUILT FOR HIRING	
Registration Number:	5298422	PURPOSE-BUILT FOR HIRING	
Registration Number:	5776311	THE BETTER CANDIDATE EXPERIENCE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3281108	VIRTUAL JOB TRYOUT
Registration Number:	6960079	VIRTUAL JOB TRYOUT
Serial Number:	97873255	VIRTUAL JOB TRYOUT

CORRESPONDENCE DATA

Fax Number:

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: 212.318.6000
Email: yoosonlee@paulhastings.com
Correspondent Name: YOOSON SANDY LEE
Address Line 1: PAUL HASTINGS LLP
Address Line 2: 200 PARK AVENUE
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	Yooson Sandy Lee
SIGNATURE:	/s/ Yooson Sandy Lee
DATE SIGNED:	05/04/2023

Total Attachments: 12

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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, the “IP Security Agreement”), dated May 3, 2023, is among the Persons listed on the signature pages hereof (collectively, the “IP Grantors”) and Sixth Street Lending Partners (“Sixth Street”), as collateral agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HireVue, Inc., a Delaware corporation (the “Borrower”), Helium Acquisition Company, Inc., a Delaware corporation (“Holdings”), each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), each L/C Issuer from time to time party thereto, and Sixth Street, as Administrative Agent and Collateral Agent, have entered into the Credit Agreement, dated as of May 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each IP Grantor has executed and delivered or otherwise become bound by that certain Security Agreement, dated May 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the IP Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the IP Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each IP Grantor agrees as follows:

Section 1. Grant of Security. Each IP Grantor hereby grants to the Collateral Agent (and its permitted successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such IP Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any such intent-to-use application or any registration that issues therefrom under applicable federal law),

together, in each case, with the goodwill of the business symbolized thereby (the "Trademark Collateral");

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such IP Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, income, royalties and other payments now or hereafter due and payable with respect to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. [Reserved.]

Section 3. Recordation. Each IP Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Electronic Execution; Execution in Counterparts. (a) The words "execution," "signed," "signature," and words of like import in this IP Security Agreement or any amendment or other modification hereof (including waivers and consents) 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 or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(b) This IP Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this IP Security Agreement shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each IP Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Waiver of Jury Trial, Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY IP GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY

CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each IP Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

HIREVUE, INC.

DocuSigned by:
Kevin Coombs
By: _____
Name: Kevin Coombs
Title: Chief Financial Officer & Treasurer

SASS LABS INC.

DocuSigned by:
Kevin Coombs
By: _____
Name: Kevin Coombs
Title: Treasurer

MODERN HIRE, INC.

DocuSigned by:
Kevin Coombs
By: _____
Name: Kevin Coombs
Title: Chief Financial Officer & Treasurer

MODERN HIRE HOLDING COMPANY, INC.

DocuSigned by:

Kevin Coombs

By: _____
Name: Kevin Coombs
Title: Chief Financial Officer & Treasurer

SIXTH STREET LENDING PARTNERS,
as Collateral Agent








By: _____
Name: Robert (Bo) Stanley
Title: Vice President


Schedule A
U.S. Patents and Patent Applications

Owner	Title	Patent No.	Issue Date	Pub. No	Application Number	Application Date
HireVue, Inc.	MODEL-DRIVEN CANDIDATE SORTING BASED ON AUDIO CUES	8751231	2014-06-10		14183393	2014-02-18
HireVue, Inc.	GENERATING INTERVIEW SCHEDULE RESULTS FROM A SET OF CONSTRAINT SATISFACTION PROBLEMS	9117201	2015-08-25	20140278682	14210025	2014-03-13
HireVue, Inc.	MODEL-ASSISTED EVALUATION AND INTELLIGENT INTERVIEW FEEDBACK	9710790	2017-07-18	20150199646	14543736	2014-11-17
HireVue, Inc.	MODEL-DRIVEN CANDIDATE SORTING BASED ON AUDIO CUES	8856000	2014-10-07		14301191	2014-06-10
HireVue, Inc.	MODEL-DRIVEN EVALUATOR BIAS DETECTION	9652745	2017-05-16	20150371191	14543776	2014-11-17
HireVue, Inc.	COMPETENCY-BASED QUESTION SELECTION FOR DIGITAL EVALUATION PLATFORMS	10528916	2020-01-07		14935282	2015-11-06
HireVue, Inc.	AUTOMATIC INTERVIEW QUESTION RECOMMENDATION AND ANALYSIS	10242345	2019-03-26	20190034881	15164249	2016-05-25

Owner	Title	Patent No.	Issue Date	Pub. No	Application Number	Application Date
HireVue, Inc.	MODEL-DRIVEN EVALUATOR BIAS DETECTION	10685329	2020-06-16	20170206504	15477844	2017-04-03
HireVue, Inc.	MODEL-ASSISTED EVALUATION AND INTELLIGENT INTERVIEW FEEDBACK	10346805	2019-07-09	20170270486	15613901	2017-06-05
HireVue, Inc.	AUTOMATIC INTERVIEW QUESTION RECOMMENDATION AND ANALYSIS	9378486	2016-06-28	20150262130	14535205	2014-11-06
HireVue, Inc.	DETECTING DISABILITY AND ENSURING FAIRNESS IN AUTOMATED SCORING OF VIDEO INTERVIEWS	11257041	2022-02-22	20190057356	16105767	2018-08-20
HireVue, Inc.	MODEL-ASSISTED EVALUATION AND INTELLIGENT INTERVIEW FEEDBACK	11232408	2022-01-25	20190392397	16459973	2019-07-02
HireVue, Inc.	PERFORMANCE MODEL ADVERSE IMPACT CORRECTION	10438135	2019-10-08	20170293858	15277769	2016-09-27
HireVue, Inc.	MODEL-DRIVEN CANDIDATE SORTING	9009045	2015-04-14		14183346	2014-02-18
HireVue, Inc.	MODEL-DRIVEN CANDIDATE SORTING	9305286	2016-04-05	20150206103	14668864	2015-03-25

Schedule B
U.S. Trademarks and Trademark Applications

Owner	Title	Registration No.	Reg. Date	Serial No.	App. Date
HireVue, Inc.	HIREVUE	3,249,495	06/05/2008	78/943,533	08/02/2006
HireVue, Inc.	CODEVUE	4453625	12/23/2011	85/796,151	12/06/2012
Sass Labs Inc.	ALLYO	5,492,214	06/12/2018	87694200	11/21/2017
Modern Hire, Inc.	CognitiOn by Modern Hire	6,487,962	9/14/2021	90/132,198	8/24/2020
Modern Hire, Inc.	MH & Design 	6,244,522	1/12/2021	90/004,260	6/16/2020
Modern Hire, Inc.	MH MODERN HIRE & Design 	6,244,523	1/12/2021	90/004,266	6/16/2020
Modern Hire, Inc.	Modern Hire MODERN HIRE	6,244,524	1/12/2021	90/004,271	6/16/2020
Modern Hire, Inc.	MONTAGE	4,528,953	5/13/2014	86/059,560	9/9/2013
Modern Hire, Inc.	MONTAGE	4,288,585	2/12/2013	85/649,709	6/12/2012
Modern Hire, Inc.	MONTAGE & Design 	5,145,092	2/21/2017	87/023,321	5/3/2016
Modern Hire, Inc.	MONTAGE TALENT 	4,672,015	1/13/2015	85/210,722	1/5/2011
Modern Hire, Inc.	MONTAGE THE BETTER CANDIDATE EXPERIENCE (& Design) 	5,707,657	3/29/2019	8,7797,385	2/14/2018

Owner	Title	Registration No.	Reg. Date	Serial No.	App. Date
Modern Hire, Inc.	MONTAGE PURPOSE-BUILT FOR HIRING & Design)	5,212,037	5/30/2017	8,702,315	5/3/2016
Modern Hire, Inc.	 MONTAGE PURPOSE - BUILT FOR HIRING	5,298,422	9/26/2017	87,023,252	5/3/2016
Modern Hire, Inc.	THE BETTER CANDIDATE EXPERIENCE	5,776,311	6/11/2019	87,618,034	9/21/2017
Modern Hire Holding Company, Inc.	VIRTUAL JOB TRYOUT	3,281,108	8/14/2007	78,826,950	3/1/2006
Modern Hire, Inc.	VIRTUAL JOB TRYOUT	6,960,079	1/24/2023	90,774,667	6/15/2021
Modern Hire, Inc.	VIRTUAL JOB TRYOUT			97,873,255	4/7/2023

Schedule C
Copyright Registrations

U.S. Copyright Registrations

Owner	Title	Copyright Registration No.	Registration Date
HireVue, Inc.	AVOIDING RATING ERRORS	TX0007393191	5/6/2006