

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIREOLOGY, INC.		06/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	150 North Upper Wacker Drive, Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6857477	HIREOLOGY	
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:	katrina.balasko@quarles.com		
Correspondent Name:	Nicole M. Murray at Quarles & Brady LLP		
Address Line 1:	300 N. LaSalle Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60654-3406		
ATTORNEY DOCKET NUMBER:	115253.00267		
NAME OF SUBMITTER:	Nicole M. Murray		
SIGNATURE:	/Nicole M. Murray/		
DATE SIGNED:	06/07/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 6, 2023 (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and HIREOLOGY, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Lender, Grantor and the Additional Borrowers (as defined in the Financing Agreement). Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include: (i) any lease, license, contract, property rights, or agreement (other than the Contracts) to which Grantor is a party or any of Grantor's rights or interests thereunder, in any case if the grant of a security interest therein is prohibited by applicable laws, rules or regulations or is prohibited by or shall constitute or result in a breach, termination or default or invalidity thereunder or thereof (other than to the extent that any such term or provision would be rendered ineffective pursuant to Section 9406, 9407, 9408, or 9409 of the Code (as defined below) (or any successor provision or provisions thereof) of any relevant jurisdiction or any other applicable law or principles of equity); provided that

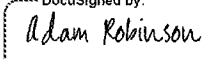
immediately upon the time at which the consequences described in the foregoing clause shall not longer exist, the Intellectual Property Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all of Grantor's right, title and interest in such lease, license, contract or agreement or (ii) any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times 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 with the United States Patent and Trademark Office or otherwise.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

HIREOLOGY, INC.,
a Delaware corporation

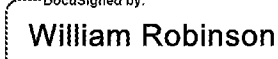
DocuSigned by:

By: _____
Name: Adam Robinson
Title: Chief Executive Officer

Address for Notices:

HIREOLOGY, INC.
303 East Wacker Drive, #400
Chicago, Illinois 60601
Attn: Kevin Knapp
E-mail: kknapp@hireology.com

LENDER:

WESTERN ALLIANCE BANK,
an Arizona corporation

DocuSigned by:

By: _____
Name: William Robinson
Title: Senior Director

Address for Notices:

WESTERN ALLIANCE BANK
150 North Upper Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attn: Ross Mires
E-mail: ross.mires@bridgebank.com

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>Country:</u>	<u>Application Number:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Registration Date:</u>
HIREOLOGY	USA	97001381	6857477	8/30/2021	9/27/2022
HIREOLOGY	Australia	2251965	2251965	2/24/2022	2/24/2022
HIREOLOGY	UK	UK00003759098	UK00003759098	2/25/2022	6/17/2022
HIREOLOGY	Canada	2168276	Pending	2/23/2022	Pending

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>