

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM820533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NGV INTERMEDIATE HOLDINGS, LLC		06/16/2023	Limited Liability Company: DELAWARE
GOVERNMENTJOBS.COM, INC.		06/16/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	1100 N Market St Ste 1300		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4308168	NEOGOV	
Registration Number:	3812714	POWERDMS	
Registration Number:	6214766	POWERDMS	
Registration Number:	6171663	CONTENT HUB	
Registration Number:	6343765	NEOED	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622200		
Email:	noreen.gosselin@kirkland.com		
Correspondent Name:	Noreen Gosselin		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	300 North LaSalle		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	51739-1		
NAME OF SUBMITTER:	NOREEN GOSSELIN		

CH \$140.00 4308168

SIGNATURE:	/NOREEN GOSSELIN/
DATE SIGNED:	06/28/2023
Total Attachments: 5 source=Trademark Security Agreement (Secured Loan Agreement) - NEOGOV (Executed June 16, 2023)_(97738603_1)#page1.tif source=Trademark Security Agreement (Secured Loan Agreement) - NEOGOV (Executed June 16, 2023)_(97738603_1)#page2.tif source=Trademark Security Agreement (Secured Loan Agreement) - NEOGOV (Executed June 16, 2023)_(97738603_1)#page3.tif source=Trademark Security Agreement (Secured Loan Agreement) - NEOGOV (Executed June 16, 2023)_(97738603_1)#page4.tif source=Trademark Security Agreement (Secured Loan Agreement) - NEOGOV (Executed June 16, 2023)_(97738603_1)#page5.tif	

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Second Priority Representative pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement dated as of November 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time), among NGV INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, GOVERNMENTJOBS.COM, INC., a California corporation, the lenders and issuing banks from time to time party thereto and WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent, and (ii) the exercise of any right or remedy by the Second Priority Representative hereunder is subject to the limitations and provisions of the First/Second Lien Intercreditor Agreement dated as of June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among NGV INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company, GOVERNMENTJOBS.COM, INC., a California corporation, and its respective subsidiaries and affiliated entities party thereto, WILMINGTON TRUST, NATIONAL ASSOCIATION, as the First Lien Collateral Agent and Shane Evangelist, as the Initial Second Priority Representative. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

TRADEMARK SECURITY AGREEMENT, dated as of June 16, 2023 (this “Agreement”), between GOVERNMENTJOBS.COM, INC., a California corporation, POWERDMS, INC., a Delaware corporation (each a “Grantor” and collectively, the “Grantors”) and SHANE EVANGELIST, as the Lender Representative (in such capacity, the “Lender Representative”).

Reference is hereby made to (i) that certain Secured Loan Agreement, dated as of June 16, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), by and among GOVERNMENTJOBS.COM, INC. a California corporation (the “Borrower”), the Lenders party thereto and the Lender Representative and (ii) that certain Collateral Agreement, dated as of June 16, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among Holdings, the Borrower, the Grantors (as defined in the Collateral Agreement) from time to time party thereto and the Lender Representative (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan Agreement. Each Grantor (other than the Borrower) is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make Loans and as consideration for any Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Loan Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Lender Representative, its successors and assigns, for the benefit of the Lenders, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section

1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use Trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Lender Representative shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender Representative with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS

GOVERNMENTJOBS.COM, INC.,

as a Grantor

By:  _____
Name: Alex Chun
Title: Chief Financial Officer

POWERDMS, INC.,

as a Grantor

By:  _____
Name: Alex Chun
Title: Chief Financial Officer

SHANE EVANGELIST,
as the Lender Representative

DocuSigned by:

Shane Evangelist

By: _____

732B22BA4DEB486

Name: Shane Evangelist

Schedule I

United States Registered and Applied-For Trademarks

Owner / Applicant	Trademark	Registration / Application No.	Registration / Filing Date
GovernmentJobs.com, Inc.	NEOGOV	4308168	26-Mar-2013
PowerDMS, Inc.	PowerDMS	3812714	6-Jul-2010
PowerDMS, Inc.	PowerDMS	6214766	8-Dec-2020
PowerDMS, Inc.	Content Hub	6171663	6-Oct-2020
GovernmentJobs.com, Inc.	NEOED	6343765	4-May-2021