

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861902

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TALENT WORLDWIDE INC.		12/18/2023	Corporation: DELAWARE
CAREERMINDS GROUP INC.		12/18/2023	Corporation: DELAWARE
GETFIVE LLC		12/18/2023	Limited Liability Company: DELAWARE
PREMIER VIRTUAL, LLC		12/18/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MARANON CAPITAL, L.P., as Agent		
<b>Street Address:</b>	303 WEST MADISON STREET, SUITE 2500		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5964583	TOPINTERVIEW	
<b>Registration Number:</b>	4628567	TOPRESUME	
<b>Registration Number:</b>	4012303	STARTWIRE	
<b>Registration Number:</b>	2899604	INTERVIEWSMART	
<b>Registration Number:</b>	2197776	CAREERPERFECT	
<b>Registration Number:</b>	5212168	EVERGREEN	
<b>Registration Number:</b>	4898271	CAREERMINDS	
<b>Registration Number:</b>	2837896	FORTY-YEAR VISION	
<b>Registration Number:</b>	7015635	HIRING HAPPENS HERE!	
<b>Registration Number:</b>	6697145	PREMIER VIRTUAL	
<b>Registration Number:</b>	6639290	P PREMIER VIRTUAL	
<b>Registration Number:</b>	6603278	P PREMIER VIRTUAL	
<b>Registration Number:</b>	6603274	P PREMIER VIRTUAL	
<b>CORRESPONDENCE DATA</b>			

OP \$340.00 5964583

**Fax Number:** 3128637806

*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:** 3128637198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** Nancy J. Brougher, Paralegal

**Address Line 1:** c/o Goldberg Kohn Ltd.

**Address Line 2:** 55 East Monroe, Suite 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	7793.065
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<b>NAME OF SUBMITTER:</b>	Nancy Brougher
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<b>SIGNATURE:</b>	/njb/
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<b>DATE SIGNED:</b>	12/18/2023
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**Total Attachments: 5**

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## TRADEMARK COLLATERAL AGREEMENT

This 18th day of December, 2023, TALENT WORLDWIDE INC., a Delaware corporation ("*Talent Worldwide*"), with its principal place of business and mailing address at 420 Lexington Ave., New York, NY 10170, CAREERMINDS GROUP INC., a Delaware corporation ("*Careerminds*"), with its principal place of business and mailing address at 18 Germay Drive Suite 2A, Wilmington, DE 19804, GETFIVE LLC (f/k/a TDOCC, LLC), a Delaware limited liability company ("*GetFive*"), with its principal place of business and mailing address at 5 Penn Plaza, 19th Floor, New York, NY 10001, and PREMIER VIRTUAL, LLC, a Delaware limited liability company ("*PV*", and together Talent Worldwide, Careerminds and GetFive, collectively the "*Grantors*" and each a "*Grantor*"), with its principal place of business and mailing address at 7950 S. Military Trail, STE 102, Lake Worth Beach, FL 33463 and PO Box 741024, Boynton Beach, FL 33474, in consideration of Agent and the Lenders entering into the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and pledges to MARANON CAPITAL, L.P., as administrative agent (in such capacity, the "*Agent*") for the Lenders, with its mailing address at 303 West Madison Street, Suite 2500, Chicago, Illinois 60606, on behalf of and for the benefit of the Secured Parties, a continuing security interest in and to all of the right, title and interest of such Grantor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) All of each Grantor's Trademarks, including those referred to on Schedule A hereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by such Grantor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future (x) infringement, dilution, misappropriation, violation, misuse, breach or default of any Trademark owned by such Grantor, including, without limitation, any Trademark listed on Schedule A hereto, or by reason of (y) injury to the goodwill associated with any such Trademark, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of each Grantor as set out in that certain Guarantee and Collateral Agreement of even date herewith by and among each Grantor, the other parties from time to time party thereto and Agent, as the same may be amended, modified, or restated from time to time (the "*Collateral Agreement*"; capitalized terms not otherwise defined herein are being used herein as defined in the Collateral Agreement).

Each Grantor hereby irrevocably constitutes and appoints Agent and any officer or agent of Agent, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of such Grantor, from time to time, in Agent's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, and subject to compliance with any required notice provisions set forth under the Collateral Agreement, to take with respect to the Trademark Collateral any and all appropriate action which

such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Collateral Agreement and to accomplish the purposes hereof.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register Trademarks on the basis of any Grantor's "intent to use" of such Trademarks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Collateral Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Collateral Agreement by amending Schedule A to include any such new Trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Collateral Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Collateral Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the internal laws of the State of New York applicable to contracts made and to be performed entirely with such state, without regard to conflict of laws principles. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

**TALENT WORLDWIDE INC.,**  
a Delaware corporation

DocuSigned by:  
By: Byron Matthews  
Name: Byron Matthews  
Title: Chief Executive Officer

**CAREERMINDS GROUP INC.,**  
a Delaware corporation

DocuSigned by:  
By: Byron Matthews  
Name: Byron Matthews  
Title: Chief Executive Officer

**GETFIVE LLC (F/K/A TDOCC, LLC),**  
a Delaware limited liability company

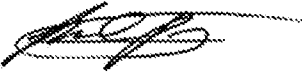
DocuSigned by:  
By: Byron Matthews  
Name: Byron Matthews  
Title: Chief Executive Officer

**PREMIER VIRTUAL, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By: Byron Matthews  
Name: Byron Matthews  
Title: Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

**MARANON CAPITAL, L.P., as Agent**

By:  \_\_\_\_\_

Name: Rommel Garcia

Title: Managing Director

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT**

**FEDERAL TRADEMARK REGISTRATIONS**

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE	OWNER
TOPINTERVIEW	87954061	Registered	5964583	01/21/20	Talent Worldwide Inc.
TOPRESUME	86237501	Registered	4628567	10/28/14	Talent Worldwide Inc.
STARTWIRE	85224124	Registered	4012303	08/16/11	Talent Worldwide Inc.
INTERVIEWSMART	78254253	Registered	2899604	11/02/04	Talent Worldwide Inc.
CAREERPERFECT	75330761	Registered	2197776	10/20/98	Talent Worldwide Inc.
EVERGREEN	87064084	Registered	5212168	05/30/17	Careerminds Group, Inc.
CAREERMINDS	86683652	Registered	4898271	02/09/16	Careerminds Group, Inc.
FORTY-YEAR VISION	76466246	Registered	2837896	05/04/04	GetFive LLC
HIRING HAPPENS HERE!	97061445	Registered	7015635	04/04/23	Premier Virtual, LLC
PREMIER VIRTUAL	90509608	Registered	6697145	04/12/22	Premier Virtual, LLC
P PREMIER VIRTUAL	90785479	Registered	6639290	02/08/22	Premier Virtual, LLC
P PREMIER VIRTUAL	90789653	Registered	6603278	12/28/21	Premier Virtual, LLC
P PREMIER VIRTUAL	90782431	Registered	6603274	12/28/21	Premier Virtual, LLC