

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI104657

<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>
SALARY.COM, LLC		03/19/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	FIRST-CITIZENS BANK & TRUST COMPANY		
<b>Street Address:</b>	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
<b>City:</b>	Pasadena		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91103		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3208693	COMPANALYST	
<b>Registration Number:</b>	3332463	COMPANALYST EXECUTIVE	
<b>Registration Number:</b>	6892630	COMPDATA	
<b>Registration Number:</b>	5570474	COMPDATA EDGE	
<b>Registration Number:</b>	2572894	COMPDATA SURVEYS	
<b>Registration Number:</b>	3209636	IPAS	
<b>Registration Number:</b>	6846369	JOBARCHITECT	
<b>Registration Number:</b>	6548935	JOBARCHITECT	
<b>Registration Number:</b>	2781011	SALARY WIZARD	
<b>Registration Number:</b>	5754229	SALARY.COM	
<b>Registration Number:</b>	5754228	SALARY.COM	
<b>Registration Number:</b>	6330952	TURETSKY CONSULTING LLC	
<b>Serial Number:</b>	97072880	COMPCLOUD	
<b>Serial Number:</b>	90874533	COMPDATA CLOUD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

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**Phone:** 2023704750  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** Cogency Global Inc.  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

**ATTORNEY DOCKET NUMBER:** 2302096 JM

**NAME OF SUBMITTER:** Andrew Hackett

**SIGNATURE:** Andrew Hackett

**DATE SIGNED:** 03/19/2024

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 19, 2024, is entered into by and among SALARY.COM, LLC, a Delaware limited liability company (the “Grantor”) and FIRST-CITIZENS BANK & TRUST COMPANY (“SVB”), as administrative agent and collateral agent (together with its successors, in such capacities, the “Agent”), pursuant to that certain Senior Secured Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), by, among others, SCMC INTERMEDIATE HOLDINGS, INC., a Delaware corporation, the Grantor, the Agent, and certain Lenders from time to time party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement (as hereinafter defined) or the Credit Agreement, as applicable.

WHEREAS, in consideration of the agreement by the Agent and Lenders to make the Loans to the Borrower under the Credit Agreement, the Grantor has entered into that certain Guarantee and Collateral Agreement in favor of the Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Agent a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, or otherwise, and all common-law rights related thereto, including, without limitation, any trademark registrations or applications referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark

application shall be deemed a "Trademark" to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United States Patent and Trademark Office).

(b) Schedule A hereto contains a true and accurate list of all of the Grantor's federal United States registrations and applications for registration for Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

## 2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantor authorizes the Agent, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

## 3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

## 4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally as effective as delivery of an original executed counterpart.

*[Signature page follows]*

IN WITNESS WHEREOF, each of the undersigned have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTORS:**

**SALARY.COM, LLC,**  
a Delaware limited liability company

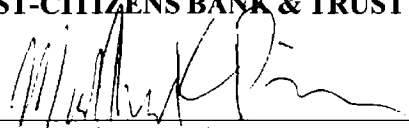
By:   
Name: Diane Basile  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008373 FRAME: 0292**

**ADMINISTRATIVE AGENT:**

**FIRST-CITIZENS BANK & TRUST COMPANY**

By:   
Name: Matthew K. Pierce  
Title: Vice President

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration #</u>	<u>Registration Date</u>
SALARY.COM, LLC	COMPANALYST	United States	3208693	13-Feb-2007
SALARY.COM, LLC	COMPANALYST EXECUTIVE	United States	3332463	06-Nov-2007
SALARY.COM, LLC	COMPDATA	United States	6892630	08-Nov-2022
SALARY.COM, LLC	COMPDATA EDGE	United States	5570474	25-Sep-2018
SALARY.COM, LLC	COMPDATA SURVEYS	United States	2572894	28-May-2002
SALARY.COM, LLC	IPAS	United States	3209636	13-Feb-2007
SALARY.COM, LLC	JOBARCHITECT	United States	6846369	13-Sep-2022
SALARY.COM, LLC	JOBARCHITECT (STYLIZED)	United States	6548935	02-Nov-2021
SALARY.COM, LLC	SALARY WIZARD	United States	2781011	11-Nov-2003
SALARY.COM, LLC	SALARY.COM	United States	5754229	21-May-2019
SALARY.COM, LLC	SALARY.COM (Stylized design)	United States	5754228	21-May-2019
SALARY.COM, LLC	TURETSKY CONSULTING LLC	United States	6330952	20-Apr-2021

Trademark Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial #</u>	<u>Application Date</u>
SALARY.COM, LLC	COMP CLOUD	United States	97072880	13-OCT-2021
SALARY.COM, LLC	COMPDATA CLOUD	United States	90874533	10-AUG-2021