

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI127429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exakttime Innovations, Inc.		03/28/2024	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	MS Private Credit Administrative Services LLC, as Administrative Agent		
Street Address:	1585 Broadway, 39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3763104	JOBCLOCK	
Registration Number:	3448568	KEYTABS	
Registration Number:	3323350	POCKETCLOCK	
Registration Number:	3264956	ACCOUNTLINX	
Registration Number:	3264957	EXAKTIME	
Registration Number:	3169896	TIMESUMMIT	
Registration Number:	5913040	EXAKTIME CONNECT	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Gayle D Grocke		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049270-0304		
NAME OF SUBMITTER:	Gayle Grocke		
SIGNATURE:	Gayle Grocke		

CH \$190.00.00 77800988

DATE SIGNED:	03/28/2024
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) is entered into as of March 28, 2024, (this “Agreement”), by the Borrower (as defined below), Exaktime Innovations, Inc., a California corporation (“Exaktime”), New Infinity, LLC, a Delaware limited liability company (“New Infinity”) and IPG - Industry People Group, Incorporated, an Iowa corporation (“IPG”, together with the Borrower (as defined below), Exaktime and New Infinity, the “Grantors”, and each, a “Grantor”), in favor of MS Private Credit Administrative Services LLC (“MS”), as administrative agent and collateral agent (in such capacities and together with its permitted successors and assigns, the “Administrative Agent”) for the Secured Parties.

Reference is made to that certain Pledge and Security Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties (as defined in the Credit Agreement referred to below) party thereto and the Administrative Agent. The Lenders (as defined in the Credit Agreement referred to below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of March 28, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among Arcoro Inc., a Delaware corporation (“Holdings”), Arcoro Holdings Corp., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto and the Administrative Agent.

Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office (the “USPTO”) listed on Schedule I hereto; and
 - B. all Proceeds of the foregoing,
- in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern. The Grantors hereby authorize and request that the USPTO record this Agreement.

SECTION 4. *Termination or Release.* In connection with any termination or release pursuant to Section 7.12 of the Security Agreement, the Administrative Agent shall promptly execute and deliver to Grantor, at such Grantor's expense, such documents that such Grantor shall reasonably request to evidence and/or effectuate the termination or release of the security interest granted herein.

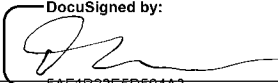
SECTION 5. *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 6. *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 counterpart of a signature page of this Agreement by facsimile or by email as a ".pdf" or ".tif" attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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.

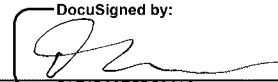
[Signature Page Follows]

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

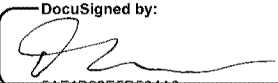
ARCORO HOLDINGS CORP., a Delaware corporation

By:  DocuSigned by:
Name: Tamara Saunders
Title: Chief Financial Officer

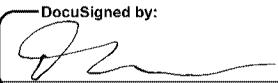
EXAKTIME INNOVATIONS, INC., a California corporation

By:  DocuSigned by:
Name: Tamara Saunders
Title: Chief Financial Officer

IPG – INDUSTRY PEOPLE GROUP, INCORPORATED, an Iowa corporation

By:  DocuSigned by:
Name: Tamara Saunders
Title: Chief Financial Officer

NEW INFINITY, LLC, a Delaware limited liability company

By:  DocuSigned by:
Name: Tamara Saunders
Title: Chief Financial Officer

SCHEDULE I

Registered Trademarks

Mark	Owner	Registration Date	Registration Number
INFINITYHR	New Infinity, LLC	10-APR-2018	5440891
BIRDDOGHR	IPG-Industry People Group, Incorporated	18-JUL-2017	5244107
BIRDDOGHR	IPG-Industry People Group, Incorporated	21-JUN-2016	4980871
BIRDDOGHR & Design	IPG-Industry People Group, Incorporated	21-JUN-2016	4980867
JOBCLOCK	EXAKTIME INNOVATIONS, INC.	23-MAR-2010	3763104
KEYTABS	EXAKTIME INNOVATIONS, INC.	17-JUN-2008	3448568
POCKETCLOCK	EXAKTIME INNOVATIONS, INC.	30-OCT-2007	3323350
ACCOUNTLINX	EXAKTIME INNOVATIONS, INC.	17-JUL-2007	3264956
EXAKTIME	EXAKTIME INNOVATIONS, INC.	17-JUL-2007	3264957
TIMESUMMIT CONNECT	EXAKTIME INNOVATIONS, INC.	07-NOV-2006	3169896
EXAKTIME CONNECT	EXAKTIME INNOVATIONS, INC.	19-NOV-2019	5913040
ARCORO	Arcoro Holdings Corp.	21-JAN-2020	5968255

Trademark Applications

Owner Name	Trademark	Application Date	Application Number
None.			