

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM451791

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------|----------|----------------|-------------------------------------|
| Bullhorn, Inc. | | 11/21/2017 | Corporation: DELAWARE |
| Sendouts, LLC | | 11/21/2017 | Limited Liability Company: MISSOURI |
| Easy Software Solutions, LLC | | 11/21/2017 | Limited Liability Company: VIRGINIA |
| Bullhorn Global, Inc. | | 11/21/2017 | Corporation: DELAWARE |
| PeopleNet Corporation | | 11/21/2017 | Corporation: GEORGIA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Cortland Capital Market Services LLC, as Collateral Agent |
| Street Address: | 225 W. Washington St., 21st Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 17

| Property Type | Number | Word Mark |
|-----------------------------|----------|-----------------|
| Registration Number: | 5152640 | |
| Registration Number: | 5152639 | |
| Serial Number: | 86497567 | 3D RECRUITING |
| Registration Number: | 4515535 | BULLHORN MOBILE |
| Registration Number: | 4385189 | ATANGO |
| Registration Number: | 4135624 | REACH RADAR |
| Registration Number: | 4188027 | THEFIT |
| Registration Number: | 4045102 | BULLHORN REACH |
| Registration Number: | 4100089 | TIMESHEASY |
| Registration Number: | 3923968 | POWERFILL |
| Registration Number: | 4030307 | MAXHIRE |
| Registration Number: | 3553843 | BULLHORN360 |
| Registration Number: | 3592721 | MYBULLHORN |
| Registration Number: | 3505050 | SENDOUTS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2982132 | BULLHORN |
| Registration Number: | 1856410 | PEOPLENET |
| Registration Number: | 4060709 | PEOPLENET |

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|--------------------------------|----------------------|
| ATTORNEY DOCKET NUMBER: | 43082 / 075 |
| NAME OF SUBMITTER: | Christine Slattery |
| SIGNATURE: | /Christine Slattery/ |
| DATE SIGNED: | 11/21/2017 |

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2017 (this “Agreement”), among each grantor listed on the signature page hereto (each, a “Grantor”) and Cortland Capital Market Services LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of November 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among REVERE HOLDING, INC., a Delaware corporation (“Holdings”), REVERE MERGER SUB, INC. (the “Initial Borrower”), and following consummation of the Effective Date Acquisition and in accordance with the terms of the Credit Agreement, BULLHORN, INC., a Delaware corporation (the “Borrower”), the other Loan Parties from time to time party thereto, the Lenders and Issuing Banks from time to time party thereto and Cortland Capital Market Services LLC, as the administrative agent, and (b) the Collateral Agreement dated as of November 21, 2017 (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. 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 Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of such Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (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” or an “Amendment to Allege Use” with respect thereto, 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.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing 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 Collateral Agent 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.

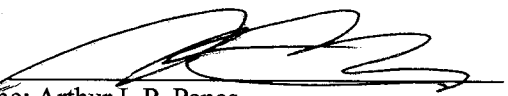
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.


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

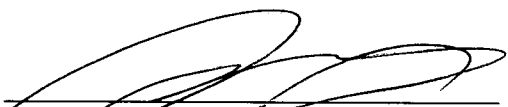
BULLHORN, INC.,
as Grantor

By: 
Name: Arthur L.P. Papas
Title: Chief Executive Officer

EASY SOFTWARE SOLUTIONS, LLC,
as Grantor

By: 
Name: Arthur L.P. Papas
Title: Chief Executive Officer

SENDOUTS, LLC,
as Grantor

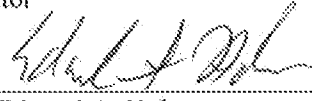
By: 
Name: Arthur L.P. Papas
Title: Chief Executive Officer

BULLHORN GLOBAL, INC.,
as Grantor

By: 
Name: Arthur L.P. Papas
Title: Chief Executive Officer

[Trademark Security Agreement]

PEOPLENET CORPORATION,
as Grantor

By: 

Name: Edward A. Holmes

Title: Chief Executive Officer

[Trademark Security Agreement]

TRADEMARK
REEL: 006211 FRAME: 0097

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent



By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006211 FRAME: 0098

SCHEDULE I

Trademarks and Trademark Applications:

| Grantor | Trademark | Database | Application Number | Registration Number | Application Date | Registration Date | Status | International Classes) |
|----------------|---|--------------|--------------------|---------------------|------------------|-------------------|-----------------------------------|--|
| Bullhorn, Inc. |  | U.S. Federal | 86919470 | 5152640 | 02/25/2016 | 02/28/2017 | Registered | 42 (Scientific and technological services) |
| Bullhorn, Inc. |  | U.S. Federal | 86919466 | 5152639 | 02/25/2016 | 02/28/2017 | Registered | 42 (Scientific and technological services) |
| Bullhorn, Inc. | 3D RECRUITING | U.S. Federal | 86497567 | | 01/07/2015 | | Published (Pending) Intent To Use | 42 (Scientific and technological services) |
| Bullhorn, Inc. | BULLHORN MOBILE | U.S. Federal | 85739839 | 4515535 | 09/27/2012 | 04/15/2014 | Registered | 42 (Scientific and technological services) |
| Sendouts, LLC | ATANGO | U.S. Federal | 85618681 | 4385189 | 05/07/2012 | 08/13/2013 | Registered | 42 (Scientific and technological services) |

| Grantor | Trademark | Database | Application Number | Registration Number | Application Date | Registration Date | Status | International Classes |
|------------------------------|----------------|--------------|--------------------|---------------------|------------------|-------------------|----------------------|---|
| Bullhorn, Inc. | REACH RADAR | U.S. Federal | 85464367 | 4135624 | 11/04/2011 | 05/01/2012 | Registered | 42 (Scientific and technological services) |
| Bullhorn, Inc. | THEFIT | U.S. Federal | 85405615 | 4188027 | 08/24/2011 | 08/07/2012 | Registered | 35 (Advertising and business services) |
| Bullhorn, Inc. | BULLHORN REACH | U.S. Federal | 85280082 | 4045102 | 03/29/2011 | 10/25/2011 | Registered | 42 (Scientific and technological services) |
| Easy Software Solutions, LLC | TIMESHEASY | U.S. Federal | 85200593 | 4100089 | 12/17/2010 | 02/14/2012 | Registered | 42 (Scientific and technological services) |
| Bullhorn, Inc. | POWERFILL | U.S. Federal | 77864923 | 3923968 | 11/04/2009 | 02/22/2011 | Registered | 42 (Scientific and technological services) |
| Bullhorn Global, Inc. | MAXHIRE | U.S. Federal | 77853226 | 4030307 | 10/20/2009 | 09/27/2011 | Registered | 9 (Electrical and scientific apparatus) 42 (Scientific and technological services) |
| Bullhorn, Inc. | BULLHORN360 | U.S. Federal | 77473921 | 3553843 | 05/14/2008 | 12/30/2008 | Registered | 42 (Scientific and technological services) |
| Bullhorn, Inc. | MYBULLHORN | U.S. Federal | 77410881 | 3592721 | 03/03/2008 | 03/17/2009 | Registered | 42 (Scientific and technological services) |
| Sendouts, LLC | SENDOUTS | U.S. Federal | 77403818 | 3505050 | 02/22/2008 | 09/23/2008 | Registered | 35 (Advertising and business services) |
| Bullhorn, Inc. | BULLHORN | U.S. Federal | 78338378 | 2982132 | 12/09/2003 | 08/02/2005 | Renewed (Registered) | 42 (Scientific and technological services) |

| Grantor | Trademark | Database | Application Number | Registration Number | Application Date | Registration Date | Status | International Class(es) |
|-----------------------|-----------|--------------|--------------------|---------------------|------------------|-------------------|-------------------------------|-------------------------|
| PeopleNet Corporation | PEOPLENET | U.S. Federal | 1856410 | 1856410 | | 09/27/1994 | N/A | |
| PeopleNet Corporation | PEOPLENET | U.S. Federal | 406709 | 406709 | | 11/22/2011 | Statement of Use due 11/22/17 | |

TRADEMARK

REEL: 006211 FRAME: 0101

RECORDED: 11/21/2017