

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilson Human Capital Group, Inc.		02/21/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BBVA USA, as Administrative Agent for the Secured Parties
Street Address:	8080 N. Central Expressway
Internal Address:	Suite 120
City:	Dallas
State/Country:	TEXAS
Postal Code:	75206
Entity Type:	Banking Corporation: ALABAMA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	87609696	EMPOWER ECOMETRICS
Registration Number:	5085816	WILSONHCG
Registration Number:	4894942	WILSONHCG RESEARCH INSTITUTE
Registration Number:	4547201	RPO: REDEFINED
Registration Number:	4236794	PUTTING RECRUITMENT BACK IN RPO.
Registration Number:	4236743	RPOPTIMIZED
Registration Number:	4022458	BETTER PEOPLE, BETTER BUSINESS

CORRESPONDENCE DATA

Fax Number: 6123408827

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: 6124926819

Email: ip.docket@dorsey.com

Correspondent Name: Evan P. Everist, Dorsey & Whitney LLP

Address Line 1: 50 South Sixth Street

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402-1498

OP \$190.00 87609696

NAME OF SUBMITTER:	Evan Everist
SIGNATURE:	/Evan Everist/
DATE SIGNED:	03/06/2020
Total Attachments: 8 source=Wilson - IP Security Agreement-v2#page1.tif source=Wilson - IP Security Agreement-v2#page2.tif source=Wilson - IP Security Agreement-v2#page3.tif source=Wilson - IP Security Agreement-v2#page4.tif source=Wilson - IP Security Agreement-v2#page5.tif source=Wilson - IP Security Agreement-v2#page6.tif source=Wilson - IP Security Agreement-v2#page7.tif source=Wilson - IP Security Agreement-v2#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of February 21, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of BBVA USA, an Alabama banking corporation f/k/a Compass Bank, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Wilson Human Capital Group, Inc., a Delaware corporation (“Wilson HCG”), and Wilson Worldwide LLC, a Florida limited liability company (“Wilson Worldwide”, and individually and together with Wilson HCG, the “Borrower”), the Lenders party thereto, and the Administrative Agent have entered into a Credit Agreement, dated as of February 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Extensions by the Lenders under the Credit Agreement, each Grantor has executed and delivered in favor of the Administrative Agent that certain Guarantee and Collateral Agreement dated February 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, all Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Secured Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations of such Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILSON HUMAN CAPITAL GROUP, INC.

By: 

Name: John B. Wilson

Title: CEO

Address for Notices:

400 North Ashley Drive, Suite 3000
Tampa, FL 33602

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006884 FRAME: 0892

ADMINISTRATIVE AGENT:

BBVA USA

By: 

Name: Kayle Green

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006884 FRAME: 0893

SCHEDULE A

None.

SCHEDULE B

MARK	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner of Record
EMPOWER ECONOMETRICS	87609696	9/15/2017	--	--	Pending	Wilson Human Capital Group, Inc. dba WilsonHCG
WILSONHCG	86958640	3/30/2016	5085816	11/22/2016	Registered	Wilson Human Capital Group, Inc. dba WilsonHCG
WILSONHCG RESEARCH INSTITUTE	86645531	5/29/2015	4894942	2/2/2016	Registered	Wilson Human Capital Group, Inc. dba WilsonHCG
RPO: REDEFINED	86085974	10/8/2013	4547201	6/10/2014	Registered	Wilson Human Capital Group, Inc. dba WilsonHCG
PUTTING RECRUITMENT BACK IN RPO.	85558890	3/2/2012	4236794	11/6/2012	Registered	Wilson Human Capital Group, LLC DBA WilsonHCG
RPOOPTIMIZED	85553160	2/27/2012	4236743	11/6/2012	Registered	Wilson Human Capital Group, LLC DBA WilsonHCG
BETTER PEOPLE, BETTER BUSINESS	85235332	2/7/2011	4022458	9/6/2011	Registered	Wilson Human Capital Group, LLC DBA WilsonHCG

MARK	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner of Record
HEAD2HEAD	77809295	08/20/2009	3915599	2/8/2011	Registered	Head2Head Inc. (Wilson Human Capital Group, Inc.)

SCHEDULE C

None.