

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642776

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilson Human Capital Group, Inc.		04/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	95 Washington Street		
Internal Address:	Floor 2 South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4236794	PUTTING RECRUITMENT BACK IN RPO.	
Registration Number:	4236743	RPOPTIMIZED	
Registration Number:	4547201	RPO: REDEFINED	
Registration Number:	4022458	BETTER PEOPLE, BETTER BUSINESS	
Registration Number:	4894942	WILSONHCG RESEARCH INSTITUTE	
Registration Number:	3915599	HEAD2HEAD	
Registration Number:	5085816	WILSONHCG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111-5840		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		

CH \$190.00 4236794

DATE SIGNED:	04/28/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated April 28, 2021, is made by the Person listed on the signature pages hereof (the "Grantor") in favor of HSBC BANK USA, NATIONAL ASSOCIATION ("HSBC"), as collateral agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the "Collateral Agent"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Wilson Human Capital Group, Inc., a Delaware corporation (the "Borrower"), Wilson RPO Holdings Inc., a Delaware corporation ("Holdings"), HSBC, as administrative agent (in such capacity and together with its successors and permitted assigns, the "Administrative Agent"), and Collateral Agent, each Lender from time to time party thereto and the other parties party thereto have entered into that certain Credit Agreement, dated as of April 28, 2021 (the "Closing Date") (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have severally agreed to make Loans and the L/C Issuers to issue Letters of Credit to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Security Agreement") in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to incur Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Collateral).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to any Secured Party but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. If any provision of this Trademark Security Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Trademark Security Agreement shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

[Signature Pages Follow]

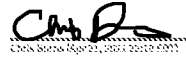
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

WILSON HUMAN CAPITAL GROUP, INC.,
as Grantor

By: 
Name: Kenneth Bowles
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**HSBC BANK USA, NATIONAL
ASSOCIATION,**
as Collateral Agent



Chris Burns

By: _____

Name: Chris Burns

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Trademark	Owner/Grantor	Serial Number	Registration Number/Issue Date
Putting Recruitment Back in RPO	Wilson Human Capital Group, Inc.	85558890	4236794 06-Nov-2012
RPOptimized	Wilson Human Capital Group, Inc.	85553160	4236743 06-Nov-2012
RPO: Redefined	Wilson Human Capital Group, Inc.	86085974	4547201 10-Jun-2014
Better People, Better Business	Wilson Human Capital Group, Inc.	85235332	4022458 06-Sept-2011
WilsonHCG Research Institute	Wilson Human Capital Group, Inc.	86645531	4894942 02-Feb-2016
HEAD2HEAD	Wilson Human Capital Group, Inc.	77809295	3915599 08-Feb-2011
WilsonHCG	Wilson Human Capital Group, Inc.	86958640	5085816 22-Nov-2016