

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697873

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATRIX RESOURCES, LLC	FORMERLY MATRIX RESOURCES, INC.	12/23/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	555 California Street, 50th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5210919	LET'S MAKE THIS WORK BETTER	
Registration Number:	1677832	MATRIX	
Registration Number:	3933564	MATRIX	
Registration Number:	3010650	MATRIX	
Registration Number:	2925389	MATRIX	
Registration Number:	3933559	MATRIX	
Registration Number:	3562371	MATRIX PROFESSIONAL SERVICES	
Registration Number:	2432990	MATRIXRESOURCES.COM	
Registration Number:	3954291	MATRIX WE'RE HOW YOU GET THERE.	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

OP \$240.00 5210919

ATTORNEY DOCKET NUMBER:	22939.515103
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	12/27/2021

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK (this “Agreement”), effective as of December 23, 2021, is made by Matrix Resources, LLC (formerly known as Matrix Resources, Inc.), a Georgia limited liability company, located at 400 Perimeter Center Terrace, Suite 300, Atlanta, Georgia 30346 (the “Grantor”), in favor of KKR Loan Administration Services LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 20, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of January 16, 2020, that certain Waiver and Second Amendment to Credit Agreement, dated as of September 30, 2020, that certain Consent and Third Amendment to Credit Agreement, dated as of February 26, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MRP Holdco, Inc. (“Holdings”), Motion Recruitment Partners LLC (the “Borrower”), KKR Credit Advisors (US) LLC, the Lenders and KKR Loan Administration Services LLC, as Administrative Agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and the Subsidiary Guarantors from time to time party thereto have entered into the Guarantee and Collateral Agreement, dated as of December 20, 2019, with the Administrative Agent and the Collateral Agent, for the benefit of the Secured Parties (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent and the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (other than any Excluded Property); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks (including those items listed on Schedule A hereto but excluding any Excluded Property) (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This 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 security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**MATRIX RESOURCES, LLC (FORMERLY
KNOWN AS MATRIX RESOURCES, INC.)**

By: Brad Page
Name: Brad Page
Title: Vice President

KKR LOAN ADMINISTRATION SERVICES LLC,
as Collateral Agent

By: John Knox
Name: John Knox
Title: CFO

Schedule A

U.S. Trademark Registrations and Applications

Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	LET'S MAKE THIS WORK BETTER	5210919	May 23, 2017	87097522	July 8, 2016
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX	1677832	March 3, 1992	74141004	February 21, 1991
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX	3933564	March 22, 2011	77930559	February 8, 2010
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX	3010650	November 1, 2005	78367936	February 13, 2004
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX	2925389	February 8, 2005	78367976	February 13, 2004
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX (Stylized)	3933559	March 22, 2011	77930218	February 8, 2010
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIX PROFESSIONAL SERVICES	3562371	January 13, 2009	77417957	March 10, 2008
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)	MATRIXRESOURCES.CO M	2432990	March 6, 2001	75753182	July 16, 1999
Matrix Resources, LLC (formerly known as Matrix Resources, Inc.)		3954291	May 3, 2011	85116115	August 26, 2010