

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Claro Analytics, Inc.		03/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	95 Washington Street, Floor 2 South		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4818093	J JOBERATE	
Registration Number:	4817882	JOBERATE	
Registration Number:	4818092	J JOBERATE	
Registration Number:	4832013	J	
Registration Number:	4832014	J	
Registration Number:	4893055	J-INDEX	
Registration Number:	4925722	J	
Registration Number:	4925723	J	
Registration Number:	4925724	J JOBERATE	
Registration Number:	4925725	J JOBERATE	
Registration Number:	4930563	JOBERATE	
Registration Number:	4930958	J	
Registration Number:	4944532	J	
Registration Number:	4981367	J-SCORE	
Registration Number:	6035223	CLARO	
Serial Number:	90762232	JOB SEEKING SONAR	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
TRADEMARK			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
Email: TrademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco (KER)
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	03/15/2022

Total Attachments: 6

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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, this “Trademark Security Agreement”), dated as of March 7, 2022, 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, WHCG Bidco, LLC, a Delaware limited liability company (the “Borrower”), WHCG Midco, LLC, a Delaware limited liability company (“Wilson Holdings”), WHCG Clarity Holdings, LLC, a Delaware limited liability company (“Claro Holdings” and, together with Wilson Holdings, the “Holding Companies” and, each a “Holding Company”), the other Loan Parties party thereto, HSBC, as administrative agent (in such capacity and together with its successors and permitted assigns, the “Administrative Agent”), and Collateral Agent, and each Lender from time to time party thereto are party to 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 become party to that certain 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), together with all goodwill associated therewith.

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.


CLARO ANALYTICS, INC.,
as the Grantor

John Wilson

By: C4FCC51339FD5BB7C7FD015803572F68 ~~CONFIDENTIAL~~

Name: John Brandon Wilson
Title: President and Chief Executive Officer

HSBC BANK USA, NATIONAL ASSOCIATION,
as Collateral Agent

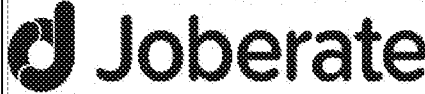

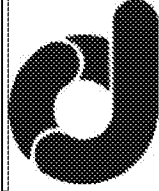
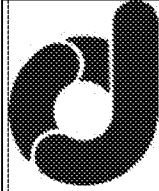
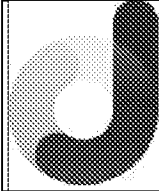
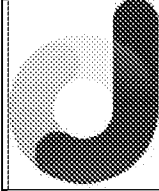


By: 
Name: Nimish Pandey
Title: Vice President

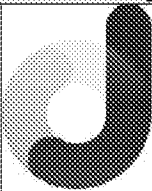

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007686 FRAME: 0813

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<u>Trademark</u>	<u>Owner/Grantor</u>	<u>Registration Number/Application Number</u>	<u>Registration Date/Filing Date</u>
 Joberate	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4818093	September 22, 2015
JOBERATE	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4817882	September 22, 2015
 Joberate	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4818092	September 22, 2015
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4832013	October 13, 2015
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4832014	October 13, 2015
J-INDEX	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4893055	November 10, 2015
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4925722	March 29, 2016
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4925723	March 29, 2016
 Joberate	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4925724	March 29, 2016
 Joberate	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4925725	March 29, 2016
JOBERATE	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4930563	April 5, 2016

<u>Trademark</u>	<u>Owner/Grantor</u>	<u>Registration Number/Application Number</u>	<u>Registration Date/Filing Date</u>
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4930958	April 5, 2016
	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4944532	April 26, 2016
J-SCORE	Joberate, Inc. (n/k/a Claro Analytics, Inc.)	4981367	June 21, 2016
CLARO	Claro Analytics, Inc.	6035223	April 14, 2020
JOB SEEKING SONAR	Claro Analytics, Inc.	90762232	June 8, 2021