

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KINGSLEY GATE PARTNERS, LLC		12/09/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Monroe Capital Management Advisors, LLC, as Collateral Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5903318	CANDIDATE FIT PROFILE
Registration Number:	4995080	CANDIDATESUITE
Registration Number:	4927404	CLIENTSUITE
Registration Number:	5633872	RUNNING START
Registration Number:	5634188	SYNCHRONOUS FIT
Registration Number:	5634198	FIT QUOTIENT
Registration Number:	5618814	FIT PROFILING SYSTEM
Registration Number:	5619112	SYNCHRONOUS FIT PROFILE
Registration Number:	5739595	INSIDE TRACK
Registration Number:	5902055	KINGSLEY GATE PARTNERS
Registration Number:	6877097	TALENTBOOST

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

TRADEMARK

REEL: 007914 FRAME: 0337

Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 22720681

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 12/09/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 9, 2022, made by the undersigned grantor (the "Grantor"), in favor of Monroe Capital Management Advisors, LLC, in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, modified, supplemented, extended or renewed from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement (this "Trademark Security Agreement"); and

WHEREAS the Grantor owns the Marks listed on Schedule I attached hereto.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of Grantor to secure the Obligations under the Credit Agreement:

(a) the Marks of the Grantor owned or from time to time after the date hereof owned or acquired by the Grantor, including the Marks listed on Schedule I attached hereto (provided in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office ("PTO") on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the PTO, at which time such Mark shall automatically become subject to this Trademark Security Agreement);

(b) all goodwill associated with such Marks (other than Excluded Collateral);

(c) all causes of action arising prior to or after the date hereof for infringement of such Marks or unfair competition regarding the same; and

(d) all Proceeds of any and all of the foregoing .

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed

counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

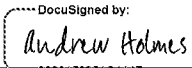
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

KINGSLEY GATE PARTNERS, LLC, a Delaware limited liability company, as Grantor

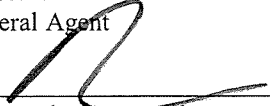
By:  _____
Name: Andrew Holmes
Title: Vice President and Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Collateral Agent

By: _____


Name: Alex Parmacek
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007914 FRAME: 0342

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark Registrations:

Owner	Trademark	Status	Registration #	Registration Date
Kingsley Gate Partners, LLC	CANDIDATE FIT PROFILE	Registered	5903318	5 Nov 2019
Kingsley Gate Partners, LLC	CANDIDATESUITE	Registered	4995080	5 Jul 2016
Kingsley Gate Partners, LLC	CLIENTSUITE	Registered	4927404	29 Mar 2016
Kingsley Gate Partners, LLC	RUNNING START	Registered	5633872	18 Dec 18
Kingsley Gate Partners, LLC	SYNCHRONOUS FIT	Registered	5634188	18 Dec 18
Kingsley Gate Partners, LLC	FIT QUOTIENT	Registered	5634198	18 Dec 18
Kingsley Gate Partners, LLC	FIT PROFILING SYSTEM	Registered	5618814	27 Nov 18
Kingsley Gate Partners, LLC	SYNCHRONOUS FIT PROFILE	Registered	5619112	27 Nov 18
Kingsley Gate Partners, LLC	INSIDE TRACK	Registered	5739595	30 Apr 19
Kingsley Gate Partners, LLC	KINGSLEY GATE PARTNERS	Registered	5902055	05 Nov 19
Kingsley Gate Partners, LLC	TALENTBOOST	Registered	6877097	13 Jul 2022