

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hirewell, Inc.		11/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association		
Street Address:	433 Main Street		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54301		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4346796	W	
Registration Number:	4337488	W HIREWELL	
Registration Number:	4337489	HIREWELL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	052397-30220		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/07/2022		
Total Attachments: 5			
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source=Associated Bank-Hirewell -- Security Interest in US Trademarks [Executed] 4889-2493-9581 1#page5.tif

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

November 7, 2022

WHEREAS, Hirewell, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 625 W. Adams St., 19th Floor, Chicago, IL 60661, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 433 Main Street, Green Bay, WI 54301 ("Associated Bank"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Associated Bank a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants Associated Bank a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule

A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

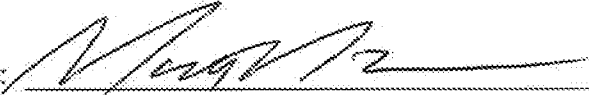
THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all obligations of the Grantor under the Credit Agreement, dated as of the date hereof, among the Grantor, the borrowers party thereto and Associated Bank. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of Associated Bank have been terminated, Associated Bank shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

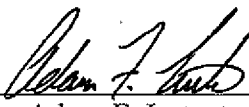
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.



HIREWELL, INC., as Grantor

By: 
Name: MATT MASSUCCI
Title: CEO

ASSOCIATED BANK, NATIONAL
ASSOCIATION

By: 
Name: Adam F. Lutostanski
Title: SVP

SCHEDULE A

APP. NO. / APP. DATE	REG. NO. / REG. DATE	MARK
85754446 October 15, 2012	4346796 June 4, 2013	W 
85628237 May 17, 2012	4337488 May 21, 2013	W HIREWELL  HIREWELL
85628243 May 17, 2012	4337489 May 21, 2013	HIREWELL