

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIREMADSKILLS, INC.		02/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3424 Peachtree Road, NE, Flr 23		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5523499	MADSKILLS	
Registration Number:	5523498	M MAD SKILLS	
Registration Number:	5723240	INSTANT TEAMS	
Registration Number:	6497730	INSTANT TEAMS ACADEMY	
Registration Number:	6497732	IT	
Registration Number:	6497731	IT	
Registration Number:	6938497	ARTI	
Serial Number:	97745820	12M+	
Serial Number:	97745815	TWELVE MILLION PLUS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1905542		

OP \$240.00 5523499

NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	02/06/2023
Total Attachments: 8 source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page1.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page2.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page3.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page4.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page5.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page6.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page7.tif source=Closing Copy - Intellectual Property Security Agreement - Instant Teams#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 3, 2023, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and HIREMADSKILLS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including its Copyrights, Trademarks, and Patents (as each term is described below) to secure the Secured Obligations.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Secured Obligations, Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. The parties hereto authorize and request that the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this Agreement.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral, upon Grantor's review and approval.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signatures included on the following page]

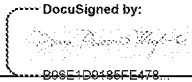
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

19266 Coastal Hwy
Rehoboth Beach, DE 19971
Attn: Liza Rodewald and Donna Person Taylor

HIREMADSKILLS, INC.

By:  _____
DocuSigned by:
Donna Person Taylor
D08E4D0486FE478...

Name: Donna Person Taylor

Title: Chief Financial Officer

LENDER:

Address:

3424 Peachtree Rd. NE, Floor 23
Atlanta, GA 30326
Attention: Kyle Kysar

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

HIREMADSKILLS, INC.

19266 Coastal Hwy
Rehoboth Beach, DE 19971
Attn: Liza Rodewald and Donna Person Taylor

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

3424 Peachtree Rd. NE, Floor 23
Atlanta, GA 30326
Attention: Kyle Kysar

By: Haley Heslip

Name: Haley Heslip

Title: Vice President

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 007961 FRAME: 0606**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application Number</u>	<u>Application Date</u>
Madskills	5,523,499	07-24-2018
M Mad Skills (logo)	5,523,498	07-24-2018
Instant Teams	5,723,240	04-09-2019
Instant Teams Academy	6,497,730	09-28-2021
Instant Teams (logo)	6,497,732	09-28-2021
Instant Teams Academy (logo)	6,497,731	09-28-2021
ARTI	6,938,497	01-03-2023
12M+	97745820	01-08-2023
TWELVE MILLION PLUS	97745815	01-08-2023

300441681.5
394690-000250