

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795288

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Labs Limited		03/15/2023	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA, National Association		
<b>Street Address:</b>	425 FIFTH AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6399344	RESUMELAB	
<b>Registration Number:</b>	6649119	RESUMELAB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8043443410		
<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>			
<b>Phone:</b>	804-344-3484		
<b>Email:</b>	ssottolano@reedsmith.com		
<b>Correspondent Name:</b>	Shannon Sottolano		
<b>Address Line 1:</b>	901 East Byrd Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Angela Ramey		
<b>SIGNATURE:</b>	/Angela Ramey/		
<b>DATE SIGNED:</b>	03/17/2023		
<b>Total Attachments: 4</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 15, 2023, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors") in favor of HSBC Bank USA, National Association (the "Lender" and together with Affiliates of the Lender, the "Secured Parties").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of January 26, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Lender, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, the Grantors and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for United States Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto; and

(b) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any United States Trademark identified in Schedule A hereto).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties 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 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 any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall become effective when it shall have been executed by the Grantors and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantors, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns. This Agreement shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof. To the extent any of the terms or provisions of this Agreement conflict with those contained in the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 7. Severability; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

**LABS LIMITED**


By:   
Name: Nelson Ortiz  
Title: Authorized Signatory

Signature Page to the Trademark Security Agreement

**TRADEMARK**  
**REEL: 008006 FRAME: 0703**

Schedule A

U.S. Federal Trademark Registrations

Registered Owner	Mark	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
Labs Limited	RESUMELAB	United States	6399344	29 Jun 2031
Labs Limited	 Resumelab	United States	6649119	22 Feb 2032