

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM797001

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONWARD SEARCH, LLC		03/21/2023	Limited Liability Company: DELAWARE
TALIVITY, INC.		03/21/2023	Corporation: DELAWARE
PREDICTABLE SOURCE, LLC		03/21/2023	Limited Liability Company: DELAWARE
RECRUITICS, LLC		03/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	383 Madison Avenue		
Internal Address:	Floor 22		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3683779	ONWARD SEARCH	
Serial Number:	90448143	ONWARD SELECT	
Serial Number:	90448152	ONWARD PLAY	
Registration Number:	6013369	TALIVITY	
Registration Number:	5678049	PREDICTABLE SOURCE	
Registration Number:	6057490	RECRUITICS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Spencer Simon		
Address Line 1:	787 Seventh Avenue		

CH \$165.00 3683779

Address Line 4:	New York, NEW YORK 10019
ATTORNEY DOCKET NUMBER:	123073/1
NAME OF SUBMITTER:	Spencer Simon
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	03/23/2023
Total Attachments: 5 source=Trademark Security Agreement - March 2023 (JPM-Onward) Executed#page1.tif source=Trademark Security Agreement - March 2023 (JPM-Onward) Executed#page2.tif source=Trademark Security Agreement - March 2023 (JPM-Onward) Executed#page3.tif source=Trademark Security Agreement - March 2023 (JPM-Onward) Executed#page4.tif source=Trademark Security Agreement - March 2023 (JPM-Onward) Executed#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of March 21, 2023, is made by ONWARD SEARCH, LLC, a Delaware limited liability company (successor to Onward Search, Inc.) ("OSI"), TALIVITY, INC., a Delaware corporation ("Talivity"), PREDICTABLE SOURCE, LLC, a Delaware limited liability company ("PSH") and RECRUITICS, LLC, a Delaware limited liability company (successor to Recruitics, Inc.) ("Recruitics") (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of JPMorgan Chase Bank, N.A. (the "Secured Party").

Grantors, as guarantors or as borrowers, as applicable, certain of their affiliates as borrowers and as guarantors, and the Secured Party, as the lender, are parties to a certain Amended and Restated Credit Agreement, dated as of August 12, 2015, as amended (including all annexes, exhibits or schedules thereto, and as may from time to time be further amended, restated, supplemented or otherwise modified in accordance with its terms, the "Credit Agreement").

Grantors, certain of their affiliates, and Secured Party are parties to a certain Amended and Restated Pledge and Security Agreement, dated as of August 12, 2015, as amended (including all annexes, exhibits or schedules thereto, and as may from time to time amended, restated, supplemented or otherwise modified in accordance with its terms, the "Security Agreement"). Pursuant to the Security Agreement, Grantors are required to execute and deliver to the Secured Party this Trademark Security Agreement.

In consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not otherwise defined in the Security Agreement, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to the Secured Party a continuing first priority security interest in all of Grantors' right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including those referred to on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided, that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law; provided further, that "Trademark Collateral" shall include any proceeds of any such "intent to use" trademark applications.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

4. AMENDMENTS IN WRITING. None of the terms or provisions of this Trademark Security Agreement may be waived, amended, supplemented or otherwise modified except by an instrument in writing signed by the Secured Party and Grantors.

5. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York.

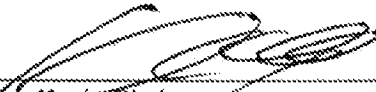
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Trademark Security Agreement. Receipt by telecopy or other electronic transmission (including "PDF") of any executed signature page to this Trademark Security Agreement shall constitute effective delivery of such signature page.

[Signature Pages Follow]

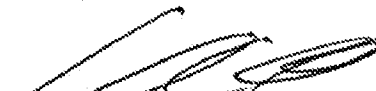
The undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

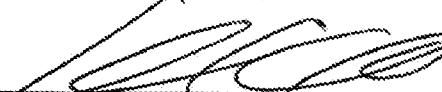
ONWARD SEARCH, LLC

By: 
Name: Kevin Clark
Title: President


TALIVITY, INC.

By: 
Name: Kevin Clark
Title: President

PREDICTABLE SOURCE, LLC

By: 
Name: Kevin Clark
Title: President

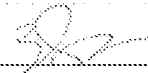
RECRUITICS, LLC

By: 
Name: Kevin Clark
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.

By:  _____
Name: John J. Lee
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 008013 FRAME: 0273**

SCHEDULE 1

to

TRADEMARK SECURITY AGREEMENT

US TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Grantor/Owner</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
ONWARD SEARCH	Onward Search, LLC	3683779	9/15/2009	Registered
ONWARD SELECT	Onward Search, LLC	90/448143	1/5/2021	Registered
ONWARD PLAY	Onward Search, LLC	90/448152	1/5/2021	Registered
TALIVITY	Talivity, Inc.	6013369	3/17/2020	Registered
PREDICTABLE SOURCE	Predictable Source, LLC	5678049	2/19/2019	Registered
iON	Recruitics, LLC	97/305880 (ITU)	3/10/2022	Registered
RECRUITICS	Recruitics, LLC	6057490	5/19/2020	Registered