

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM806150

<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>
Frank Recruitment Group Services Limited		04/24/2023	Limited Liability Company: ENGLAND AND WALES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC Bank USA National Association		
<b>Street Address:</b>	452 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: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5341705	ANDERSON FRANK	
<b>Registration Number:</b>	7006846	DIGITAL REVOLUTION	
<b>Registration Number:</b>	5991800	JEFFERSON FRANK	
<b>Registration Number:</b>	5892226	NELSON FRANK	
<b>Registration Number:</b>	6556241	REBURA	
<b>Registration Number:</b>	6292136	REVOLENT	
<b>Serial Number:</b>	97060734	FRANK	
<b>Serial Number:</b>	88778972	REVOLS	
<b>Serial Number:</b>	88778966	TENTH REVOLUTION GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		

CH \$240.00 5341705

<b>NAME OF SUBMITTER:</b>	William L. Bartow
<b>SIGNATURE:</b>	/William L. Bartow/
<b>DATE SIGNED:</b>	04/26/2023
<b>Total Attachments: 12</b> source=08. Trademark Security Agreement_Signed by Grantor#page1.tif source=08. Trademark Security Agreement_Signed by Grantor#page2.tif source=08. Trademark Security Agreement_Signed by Grantor#page3.tif source=08. Trademark Security Agreement_Signed by Grantor#page4.tif source=08. Trademark Security Agreement_Signed by Grantor#page5.tif source=08. Trademark Security Agreement_Signed by Grantor#page6.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page1.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page2.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page3.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page4.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page5.tif source=08. Trademark Security Agreement_Signed by Collateral Agent#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of April 24, 2023, by and among Frank Recruitment Group Services Limited, a company with limited liability incorporated under the laws of England and Wales, with registered number 08142375 (“Grantor”) and HSBC Bank USA National Association, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

### PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain U.S. Pledge and Security Agreement, dated as of date hereof (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor pledged, collaterally assigned and granted to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all Intellectual Property owned or hereafter acquired by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, 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, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned or hereafter acquired by Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all renewals of any of the foregoing; (c) the goodwill of the business symbolized by the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements, dilutions or violations thereof; (e) all rights to sue for past, present and future infringements, dilutions or violations of any of the foregoing including the right to settle suits involving claims and demands for royalties owing; (f) all rights corresponding to any of the foregoing throughout the world; and (g) provided that no security interest shall be granted in 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 any registration issuing from such intent-to-use Trademark applications under applicable federal law (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

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 should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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 or Release. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

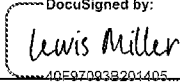
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

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.

**FRANK RECRUITMENT GROUP SERVICES  
LIMITED**

By:  \_\_\_\_\_  
Name: LEWIS MILLER  
Title: CFO / OFFICER

Accepted and Agreed:

**HSBC BANK USA NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>Owner of Record</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Frank Recruitment Group Services Ltd.	ANDERSON FRANK	87060263	6/3/2016	5341705	11/21/2017	Registered
Frank Recruitment Group Services Limited	DIGITAL REVOLUTION	90220956	9/29/2020	7006846	3/21/2023	Registered
Frank Recruitment Group Services Ltd.	FRANK RECRUITMENT	79166602	3/11/2015	4876504	12/29/2015	Registered
Frank Recruitment Group Services Ltd.	FRG	79215770	7/3/2017	5430597	3/27/2018	Registered
Frank Recruitment Group Services Limited	JEFFERSON FRANK	87915268	5/10/2018	5991800	2/18/2020	Registered
Frank Recruitment Group Services Ltd.	MASON FRANK	79165838	3/11/2015	4876498	12/29/2015	Registered
Frank Recruitment Group Services Limited	NELSON FRANK	87915277	5/10/2018	5892226	10/22/2019	Registered
Frank Recruitment Group Services Ltd.	NIGEL FRANK	79166603	3/11/2015	4876505	12/29/2015	Registered

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Frank Recruitment Group Services Limited	REBURA	88961789	6/12/2020	6556241	11/9/2021	Registered
Frank Recruitment Group Services Limited	REVOLENT	88778977	1/30/2020	6292136	3/16/2021	Registered
Frank Recruitment Group Services Ltd.	WASHINGTON FRANK	79165399	3/11/2015	4876495	12/29/2015	Registered
Frank Recruitment Group Services Limited	FRANK	97060734	10/5/2021			Pending (Intent-to-use)
Frank Recruitment Group Services Limited	REVOLS	88778972	1/30/2020			Pending (Intent-to-use)
Frank Recruitment Group Services Limited	TENTH REVOLUTION GROUP	88778966	1/30/2020			Pending (Intent-to-use)



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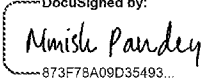
By: \_\_\_\_\_

Name:

Title:

Accepted and Agreed:

**HSBC BANK USA NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: Nimish Pandey  
Title: Vice President

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to  
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