

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JOB HERO LIMITED		01/20/2023	Unknown:
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	425 FIFTH AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5249024	JOBHERO	
Registration Number:	6894965	JOBHERO	
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:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	LEE ANN DILLON		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	LEE ANN DILLON		
SIGNATURE:	/LEE ANN DILLON/		
DATE SIGNED:	06/21/2023		
Total Attachments: 4			
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source=HSBC_Bold_Job_Hero_TM Security_Agreement#page2.tif			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of January 20, 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.

JOB HERO LIMITED

By: 
Name: Nelson Ortiz
Title: Authorized Signatory

Signature Page to the Trademark Security Agreement

Schedule A

U.S. Federal Trademark Registrations

Registered Owner	Mark	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
JOB HERO LIMITED	JobHero	United States	5249024	July 25, 2027
JOB HERO LIMITED	JOBHERO	United States	6894965	November 8, 2032