

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523829

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shaker International, Inc.		05/15/2019	Corporation: OHIO
Montage Talent, Inc.		05/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TPG Specialty Lending, Inc., as administrative agent		
Street Address:	301 Commerce Street		
Internal Address:	Suite 3300		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	78826950	VIRTUAL JOB TRYOUT	
Serial Number:	88101228	MIRA	
Serial Number:	87618034	THE BETTER CANDIDATE EXPERIENCE	
Serial Number:	87618035	MIRA	
Serial Number:	87797385	MONTAGE THE BETTER CANDIDATE EXPERIENCE	
Serial Number:	87023252	PURPOSE-BUILT FOR HIRING	
Serial Number:	87023315	MONTAGE PURPOSE-BUILT FOR HIRING	
Serial Number:	87023321	MONTAGE	
Serial Number:	86059560	MONTAGE	
Serial Number:	85649709	MONTAGE	
Serial Number:	85210722	MONTAGE TALENT	
Serial Number:	85210720	MONTAGE TALENT	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		

CH \$315.00 78826950

Email: scott.kareff@srz.com
Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP
Address Line 1: 919 Third Avenue
Address Line 2: 25th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 079464-0142

NAME OF SUBMITTER: Scott Kareff (079464-0142)

SIGNATURE: /kc for sk/

DATE SIGNED: 05/16/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of May 15, 2019, by and among SHAKER INTERNATIONAL, INC., an Ohio corporation (“Shaker”) and MONTAGE TALENT, INC., a Delaware corporation (“Montage” and, together with Shaker, each a “Grantor” and collectively, the “Grantors”), in favor of TPG SPECIALTY LENDING, INC., in its capacity as administrative agent for certain secured parties (“Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 15, 2019, by and among Shaker, as Borrower (“Borrower”), SHAKER INTERNATIONAL INTERMEDIATE HOLDING COMPANY, INC., a Delaware corporation (“Holdings”), Montage, as a Guarantor, the other Loan Parties party thereto from time to time, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to make Loans, from time to time, to Borrower;

WHEREAS, pursuant to that certain Security Agreement dated as May 15, 2019, by and among Borrower, Holdings, Montage, the other Loan Parties party thereto from time to time and Administrative Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), as security for all Obligations, each Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all respective Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of such Grantor’s presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing, but excluding any Trademarks that constitute Excluded Property (as defined in the Security Agreement).

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted

to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademarks and related 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.

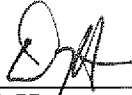
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 (“Termination”) and 6.16 (“Release of Portions of Collateral”) of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.


[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SHAKER INTERNATIONAL, INC.,
an Ohio corporation

By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

MONTAGE TALENT, INC.,
a Delaware corporation


By: 
Name: Daniel J. Haynes
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006646 FRAME: 0809

ACCEPTED AND ACKNOWLEDGED BY:

TPG SPECIALTY LENDING, INC.,
as Administrative Agent

By: 
Name: Robert (Bo) Stanley
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006646 FRAME: 0810

Schedule A

U.S. Trademarks

Trademarks

<u>Loan Party</u>	<u>Trademark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Regn. No.</u>	<u>Regn. Date</u>
Shaker International, Inc.	VIRTUAL JOB TRYOUT	78826950	03/01/06	3281108	08/14/07
Montage Talent, Inc.		88101228	08/31/18	--	--
Montage Talent, Inc.	THE BETTER CANDIDATE EXPERIENCE	87618034	09/21/17	--	--
Montage Talent, Inc.	MIRA	87618035	09/21/17	--	--
Montage Talent, Inc.		87797385	02/14/18	5707657	03/26/19
Montage Talent, Inc.	PURPOSE-BUILT FOR HIRING	87023252	05/03/16	5298422	09/26/17
Montage Talent, Inc.		87023315	05/03/16	5212037	05/30/17
Montage Talent, Inc.		87023321	05/03/16	5145092	02/21/17
Montage Talent, Inc.	MONTAGE	86059560	09/09/13	4528953	05/13/14
Montage Talent, Inc.	MONTAGE	85649709	06/12/12	4288585	02/12/13
Montage Talent, Inc.	MONTAGE TALENT	85210722	01/05/11	4672015	01/13/15
Montage Talent, Inc.	MONTAGE TALENT	85210720	01/05/11	4692683	02/24/15