

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SALARY.COM, LLC		03/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION		
Street Address:	125 High Street, 11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	5754228	SALARY.COM	
Registration Number:	5754229	SALARY.COM	
Registration Number:	4349609	COMPDATA CONSULTING	
Registration Number:	3208693	COMPANALYST	
Registration Number:	3332463	COMPANALYST EXECUTIVE	
Registration Number:	3209636	IPAS	
Registration Number:	2572894	COMPDATA SURVEYS	
Registration Number:	2781011	SALARY WIZARD	
Registration Number:	2639808	WORKFORCE BY DESIGN	
Registration Number:	2738465	KENEXA SURVEY SCORECARD	
Registration Number:	2722104	KENEXA PROVE IT!	
Registration Number:	2632896	KENEXA	
Registration Number:	2579428	BRASSRING	
Registration Number:	2721724	BRASSRING	
Registration Number:	2425720	WEBHIRE	
Registration Number:	2268977	TOUCHSCORE	
Registration Number:	2144575	PROVE IT!	
Serial Number:	90142188	JOBARCHITECT	
Serial Number:	90153703	GET IT RIGHT	

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6179518736*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.***Phone:** 6173417729**Email:** katarzyna.gaysunas@morganlewis.com**Correspondent Name:** Katarzyna Gaysunas**Address Line 1:** 1 Federal St**Address Line 2:** c/o Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110-1726

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	03/31/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 31st day of March, 2021, by and among SALARY.COM, LLC, a Delaware limited liability company (the “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (“Wells Fargo”), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented, modified, or otherwise in effect from time to time, the “Credit Agreement”), by and among SCMC INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“Parent”), SALARY.COM, LLC, a Delaware limited liability company (“Salary”; and together with those additional Persons that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof, each, individually, a “Borrower” and, individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor and each of the other Loan Parties shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 31, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented, modified, or otherwise in effect from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, 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, Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising

(collectively, the "Trademark Collateral"; provided that the Trademark Collateral shall exclude any Excluded Property):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor and the other Loan Parties, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor or any of the other Loan Parties.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks (solely to the extent not constituting Excluded Property), the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition

acceptance of any electronic signature on this Trademark Security Agreement or on any notice delivered to Agent under this Trademark Security Agreement. This Trademark Security Agreement and any notices delivered under this Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement or such notice. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. **CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER.** THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SALARY.COM, LLC, a Delaware limited liability company

By: _____


Name: Strother Scott

Title: Vice President and Assistant Treasurer

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association, as Agent

By: 
Name: Marsha Mansour
Title: Its Authorized Signatory

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Registration No.	App/Reg Date
Salary.com, LLC	United States	salary.com	87254642	5754228	Filed: 12/2/2016 Registered: 5/21/2019
Salary.com, LLC	United States	SALARY.COM	87254643	5754229	Filed: 12/2/2016 Registered: 5/21/2019
Salary.com, LLC	United States	COMPDATA CONSULTING	85745389	4349609	Filed: 10/4/2012 Registered: 6/11/2013
Salary.com, LLC	United States	COMPANALYST	78861935	3208693	Filed: 4/14/2006 Registered: 2/13/2007
Salary.com, LLC	United States	COMPANALYST EXECUTIVE	78861941	3332463	Filed: 4/14/2006 Registered: 11/6/2007
Salary.com, LLC	United States	IPAS	78520333	3209636	Filed: 11/19/2004 Registered: 2/13/2007

Salary.com, LLC	United States	COMPDATA SURVEYS	76064870	2572894	Filed: 6/7/2000 Registered: 5/28/2002
Salary.com, LLC	United States	SALARY WIZARD	75933695	2781011	Filed: 3/1/2000 Registered: 11/11/2003
Salary.com, LLC	United States	WORKFORCE BY DESIGN	78098216	2639808	Filed: 12/13/2001 Registered: 10/22/2002
Salary.com, LLC	United States	KENEXA SURVEY SCORECARD	76336222	2738465	Filed: 11/9/2001 Registered: 7/15/2003
Salary.com, LLC	United States	KENEXA PROVE IT!	76204199	2722104	Filed: 2/2/2001 Registered: 6/3/2003
Salary.com, LLC	United States	KENEXA	76171726	2632896	Filed: 11/28/2000 Registered: 10/8/2002
Salary.com, LLC	United States	BRASSRING	75803872	2579428	Filed: 9/21/1999 Registered: 6/11/2002
Salary.com, LLC	United States	BRASSRING	75804774	2721724	Filed: 9/21/1999 Registered: 6/3/2003

Salary.com, LLC	United States	WEBHIRE	75658233	2425720	Filed: 3/11/1999 Registered: 1/30/2001
Salary.com, LLC	United States	TOUCHSCORE	75510527	2268977	Filed: 6/29/1998 Registered: 8/10/1999
Salary.com, LLC	United States	PROVE IT!	75259611	2144575	Filed: 3/18/1997 Registered: 3/17/1998
Salary.com, LLC	United States	JobArchitect	90142188	N/A	Filed: 8/27/2020
Salary.com, LLC	United States	GET IT RIGHT	90153703	N/A	Filed: 9/2/2020
Salary.com, LLC	European Union	COMPCLLOUD	16914806	16914806	Filed: 6/24/2017 Registered: 10/23/2017
Salary.com, LLC	European Union	COMPCLLOUD.COM	16914814	16914814	Filed: 6/24/2017 Registered: 10/23/2017
Salary.com, LLC	Canada	JOBARCHITECT (STYLIZED)	2087998	N/A	Filed: 2/26/2021
Salary.com, LLC	European Union (Community)	JOBARCHITECT (STYLIZED)	018410761	N/A	Filed: 3/1/2021

Salary.com, LLC	Australia	JOBARCHITECT (STYLIZED)	2159516	N/A	Filed: 3/1/2021
Salary.com, LLC	United Kingdom	JOBARCHITECT (STYLIZED)	3602609	N/A	Filed: 3/1/2021

Trademark Licenses

None.