

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM661496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IC Compliance LLC		07/19/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5251369	TALENTBRIDGE	
Registration Number:	5246384	ICONNECT	
Registration Number:	5778368	TALENTBRIDGE BY TALENTWAVE	
Registration Number:	5187874	TALENTWAVE	
Registration Number:	5143329	TALENTWAVE	
Registration Number:	4942562	RISK QUOTIENT CALCULATOR	
Registration Number:	4303636	ICON	
Registration Number:	3069426	TALENT LOCATOR	
Registration Number:	3780563	ICPAY	
Registration Number:	5192694	TALENTBRIDGE	
Registration Number:	5645160	SVVERIFY	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye (074658-20149)		

OP \$290.00 5251369

Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19107

ATTORNEY DOCKET NUMBER: 074658-20149

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 07/21/2021

Total Attachments: 5

source=Project Teton - TalentWave Joinder - US - Trademark Security Agreement (PNC - People) - Executed#page1.tif

source=Project Teton - TalentWave Joinder - US - Trademark Security Agreement (PNC - People) - Executed#page2.tif

source=Project Teton - TalentWave Joinder - US - Trademark Security Agreement (PNC - People) - Executed#page3.tif

source=Project Teton - TalentWave Joinder - US - Trademark Security Agreement (PNC - People) - Executed#page4.tif

source=Project Teton - TalentWave Joinder - US - Trademark Security Agreement (PNC - People) - Executed#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of July 19, 2021, by and among IC Compliance LLC, a California limited liability company ("Grantor") and PNC Bank, 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 Pledge and Security Agreement, dated as of February 1, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which the 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 for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (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. Upon the termination of the Security Agreement in accordance with its terms, 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.

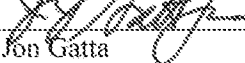
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed 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.

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.

IC COMPLIANCE LLC,
a California limited liability company

By: 
Name: Jon Gatta
Title: Controller and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

PNC BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Robin Van Mefer
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007398 FRAME: 0945

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Type	Registration Date	Registration #	Renewal Date	Serial #	Status	Current Owner of Record
TalentBridge and Design	logo	7/25/2017	5251369	7/25/2022	87365190	live	IC Compliance LLC
iConnect	text	7/18/2017	5246384	7/18/2022	87282814	live	IC Compliance LLC
TalentBridge by TalentWave and Design	logo	6/18/2019	5778368	6/18/2024	87365153	live	IC Compliance LLC
TalentWave	text	4/18/2017	5187874	4/18/2022	86910928	live	IC Compliance LLC
TalentWave and Design	logo	2/14/2017	5143329	2/14/2022	86951409	live	IC Compliance LLC
Risk Quotient Calculator and Design	logo	4/19/2016	4942562	4/19/2021	86518217	live	IC Compliance LLC
Icon and Design	logo	3/19/2013	4303636	3/19/2022	85429886	live	IC Compliance LLC
Talent Locator	text	3/14/2006	3069426	3/14/2025	78522609	live	IC Compliance LLC
ICPay	text	4/27/2010	3780563	4/27/2029	77808517	live	IC Compliance LLC
TalentBridge	text	4/25/2017	5192694	4/25/2022	86960832	live	IC Compliance LLC
Svverify	text	1/1/2019	5645160	1/1/2024	87750320	live	IC Compliance LLC