

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOLD LIMITED		01/13/2020	Company: BERMUDA
WORKS LIMITED		01/13/2020	Company: BERMUDA
SONAGA TECH LIMITED, HAMILTON, ZEIGNIEDERLASSUNG LUZERN		01/13/2020	Corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	HSBC Bank USA
Street Address:	P.O. Box 2013
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	5749977	HLOOM
Registration Number:	5700580	RESUME-NOW POWERED BY: LIVECAREER
Registration Number:	5719077	COVER-LETTER-NOW POWERED BY: LIVECAREER
Registration Number:	4691314	COVER-LETTER-NOW
Registration Number:	5518464	MY PERFECT COVER LETTER
Registration Number:	5700582	MYPERFECTRESUME
Registration Number:	4780241	MY PERFECT RESUME
Registration Number:	5249024	JOBHERO
Registration Number:	5140254	MIGHTYRECRUITER
Registration Number:	5187567	BOLD
Registration Number:	5177476	BOLD
Registration Number:	4676848	RESUME-CHECK
Registration Number:	4610718	JOBTAP
Registration Number:	3976788	LIVECAREER
Registration Number:	3571241	LIVECAREER

OP \$790.00 5749977

Property Type	Number	Word Mark
Registration Number:	3571242	LIVECAREER
Registration Number:	4691308	MY PERFECT COVER LETTER
Registration Number:	4687640	RESUME-NOW
Registration Number:	3996080	TEXTTUNER
Registration Number:	5738252	ZETY
Registration Number:	4480726	RESUME COMPANION
Registration Number:	4480729	RESUME WRITER DIRECT
Registration Number:	4480728	RESUME GENIUS
Registration Number:	5523333	RESUME GENIUS THE WORLD'S SMARTEST RESUM
Serial Number:	88582164	INTERVIEWME
Serial Number:	88580779	INTERVIEWME
Serial Number:	88580774	INTERVIEWME
Serial Number:	88582304	RESUMELAB
Serial Number:	88580769	RESUMELAB
Serial Number:	88582501	ZENRESUME
Serial Number:	88584220	ZENRESUME

CORRESPONDENCE DATA

Fax Number: 3122076400

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: 2125494273

Email: mbenson@reedsmith.com

Correspondent Name: John Park

Address Line 1: Reed Smith LLP

Address Line 2: 599 Lexington Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 837822.20122

NAME OF SUBMITTER: John Park

SIGNATURE: /John Park/

DATE SIGNED: 01/29/2020

Total Attachments: 8

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 13, 2020, 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").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of the date hereof (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.

SECTION 8. Amendment and Restatement: No Novation. This Agreement constitutes an amendment and restatement of that certain Trademark Security Agreement, dated as of April 11, 2019 (as amended, amended and restated, supplemented or otherwise modified to the date hereof, the "Existing Trademark Security Agreement"). All obligations and all security interests granted under the Existing Trademark Security Agreement are hereby renewed and continued and hereafter will be governed by this Agreement. The execution and delivery of this Agreement is not intended to constitute a novation of any of the liens, security interests or other obligations evidenced or created by the Existing Trademark Security Agreement. As of the date hereof, the terms of the Existing Trademark Security Agreement shall be amended, supplemented, modified and restated in their entirety by the terms set forth herein, and all security interests granted thereunder, shall be deemed to be obligations outstanding, and security interests granted, under this Agreement without any further action by any Person.

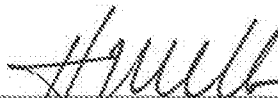
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first above written.

BOLD LIMITED

By: 
Name: Heather Williams-Avior
Title: Chief Financial Officer

WORKS LIMITED

By: 
Name: Heather Williams-Avior
Title: Chief Financial Officer

[Signature Page to Amended and Restated Trademark Security Agreement]

**SONAGA TECH LIMITED, HAMILTON,
ZEIGNIEDERLASSUNG LUZERN
(Swiss branch of Sonaga Tech Limited)**

By: 

Name: James Anthony Reinhardt

Title: Authorized Signatory

[Signature Page to Amended and Restated Trademark Security Agreement]


**TRADEMARK
REEL: 006849 FRAME: 0609**

Schedule A

Registrations

	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
Hloom	United States	5749977	May 14, 2029
SUME-NOW <small>Power to Hire. Now.</small>	United States	5700580	March 19, 2029
er-Letter-Now <small>Power to Hire. Now.</small>	United States	5719077	April 9, 2029
ER-LETTER-NOW	United States	4691314	February 24, 2025
Perfect cover letter	United States	5518464	July 17, 2028
Perfect resume	United States	5700582	March 19, 2029
Perfect Resume	United States	4780241	July 28, 2025
JobHero	United States	5249024	July 25, 2027
ntyRecruiter	United States	5140254	February 14, 2027

	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
BOLD	United States	5187567	April 18, 2027
Bold	United States	5177476	April 4, 2027
TIME-CHECK	United States	4676848	January 20, 2025
BTAP	United States	4610718	September 23, 2024
ECAREER	United States	3976788	June 14, 2021
ECAREER	United States	3571241	February 10, 2029
LiveCareer	United States	3571242	February 10, 2029
	United States	4691308	February 24, 2025

	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
Perfect Cover Letter			
RESUME-NOW	United States	4687640	February 17, 2025
SKTTUNER	United States	3996080	July 19, 2021
VIEWME	United States	88582164	Pending
viewme	United States	88580779	Pending
viewme 	United States	88580774	Pending
RESUMELAB	United States	88582304	Pending
ResumeLab	United States	88580769	Pending
RESUME	United States	88582501	Pending
zeresume	United States	88584220	Pending
7	United States	5738252	April 30, 2029
NO WORK	United States	88445825	Pending

	Country	App./Reg. No.	Expiration Date (Subject to Renewal)
RESUME COMPANION	United States	4480726	February 11, 2024
RESUME WRITER DIRECT	United States	4480729	February 11, 2024
RESUME GENIUS	United States	4480728	February 11, 2024
ResumeGenius World's Smartest Resume Builder	United States	5523333	July 24, 2028