501953844 06/13/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Execution Date
REVERE HOLDING, INC.	06/13/2012
BULLHORN, INC.	06/13/2012
BULLHORN GLOBAL, INC.	06/13/2012
BULLHORN INTERNATIONAL, INC.	06/13/2012

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	One Boston Place, Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		

PROPERTY NUMBERS Total: 6

Property Type	Number			
Application Number:	12883229			
Application Number:	12632660			
Application Number:	12894767			
Application Number:	13188080			
PCT Number:	US2011049545			
PCT Number:	US2011049550			

CORRESPONDENCE DATA

Fax Number: (213)627-0705 Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP

PATENT 501953844 REEL: 028371 FRAME: 0489

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	515 South Flower Street, 25th Floor Los Angeles, CALIFORNIA 90071			
ATTORNEY DOCKET NUMBER:	WF/BULLHORN (73896.00150)			
NAME OF SUBMITTER:	Nancy Chow			
Total Attachments: 6 source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page1.tif source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page2.tif source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page3.tif source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page4.tif source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page5.tif source=WFCF_Bullhorn - Fully Executed Patent Security Agreement(71815933_1) (2)#page6.tif				

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 13th day of June, 2012, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

$\underline{\mathbf{W}} \underline{\mathbf{I}} \underline{\mathbf{T}} \underline{\mathbf{N}} \underline{\mathbf{E}} \underline{\mathbf{S}} \underline{\mathbf{E}} \underline{\mathbf{T}} \underline{\mathbf{H}} :$

WHEREAS, pursuant to that certain Credit Agreement dated as of June 13, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among REVERE HOLDING, INC., a Delaware corporation ("Parent"), BULLHORN, INC., a Delaware corporation ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement dated as of June 13, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent 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, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. 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 Patent Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit of 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 Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):
 - (a) all of its Patents including those referred to on <u>Schedule I</u>;

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- (b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent, including the right to receive damages.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Patent 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 Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, 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 any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Patent 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. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent 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 Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending <u>Schedule I</u> to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend <u>Schedule I</u> 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. <u>COUNTERPARTS</u>. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.
- 7. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

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[SIGNATURE PAGE FOLLOWS]

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

GRANTORS:

REVERE HOLDING, INC.,

a Delaware corporation

By:

Name:

Roger Colvin

Title:

Chief Financial Officer

BULLHORN, INC.,

a Delaware corporation

By:

Name:

Roger Colvin

Title:

Chief Financial Officer

BULLHORN GLOBAL, INC.,

a Delaware corporation

By:

Name:

Roger Colvin

Title:

Chief Financial Officer

BULLHORN INTERNATIONAL, INC.,

a Delaware corporation

By: Name:

Roger Colvin

Title:

Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Agent and as a Lender

By: Name:

Title:

Its Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

SCHEDULE I to PATENT SECURITY AGREEMENT

Patents

Tide	Owner	Jurisdiction	Application Number	Application Date	Status
AUTOMATIC TRACKING OF CONTACT INTERACTIONS	Bullhorn, Inc.	United States	12/883,229	09/16/2010	Pending
METHOD AND SYSTEM FOR PROVIDING A COLLABORATION RECOMMENDATION	Bullhorn, Inc.	United States	12/632,660	12/07/2009	To be abandoned.
REMOTE ACCESS TO TRACKING SYSTEM CONTACT INFORMATION	Bullhorn, Inc.	United States	12/894,767	09/30/2010	Pending
METHODS AND SYSTEMS FOR COLLECTING AND PROVIDING INFORMATION REGARDING COMPANY CULTURE	Bullhorn, Inc.	United States	13/188,080	07/12/2011	Pending
METHODS AND SYSTEMS FOR PREDICTING JOB SEEKING BEHAVIOR	Bullhorn, Inc.	United States			Pending
AUTOMATIC TRACKING OF CONTACT INTERACTIONS	Bullhorn, Inc.	WIPO	PCT/US2011/049 545	08/29/2011	Published
REMOTE ACCESS TO TRACKING SYSTEM CONTACT INFORMATION	Bullhorn, Inc.	WIPO	PCT/US2011/049 550	08/29/2011	Published

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RECORDED: 06/13/2012

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