

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5930512

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY NAME FROM WELLS FARGO BANK, NATIONAL ASSOCIATION TO WELLS FARGO CAPITAL FINANCE, LLC previously recorded on Reel 051241 Frame 0756. Assignor(s) hereby confirms the AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT.

CONVEYING PARTY DATA

Name	Execution Date
SCOUT EXCHANGE LLC	12/06/2019

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	125 HIGH STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	13645899
Application Number:	13645757
Application Number:	13645759
Application Number:	13645878
Application Number:	16208198
Application Number:	15895968
Application Number:	15895975
Application Number:	15895984
Application Number:	62738994
Application Number:	16586797
Application Number:	62778171

CORRESPONDENCE DATA

Fax Number: (800)914-4240

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: 614-280-3566

Email: james.murray@wolterskluwer.com

Correspondent Name: JAMES MURRAY

PATENT

Address Line 1: 4400 EASTON COMMONS WAY, SUITE 125
Address Line 4: COLUMBUS, OHIO 43219

NAME OF SUBMITTER: SYED HUMZA MOINUDDIN

SIGNATURE: /Syed Humza Moinuddin/

DATE SIGNED: 01/27/2020

Total Attachments: 7

source=Scout Exchange Patent#page1.tif
source=Scout Exchange Patent#page2.tif
source=Scout Exchange Patent#page3.tif
source=Scout Exchange Patent#page4.tif
source=Scout Exchange Patent#page5.tif
source=Scout Exchange Patent#page6.tif
source=Scout Exchange Patent#page7.tif

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5859436

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCOUT EXCHANGE LLC	12/06/2019
RECEIVING PARTY DATA	
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	125 HIGH STREET
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	13645899
Application Number:	13645757
Application Number:	13645759
Application Number:	13645878
Application Number:	16208198
Application Number:	15895968
Application Number:	15895975
Application Number:	15895984
Application Number:	62738994
Application Number:	16586797
Application Number:	62778171
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	800-713-0755
Email:	Ted.mulligan@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219

AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT

This AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT (this “Amendment”) is dated as of December 6, 2019, by and between SCOUT EXCHANGE LLC, a Delaware limited liability company (“Grantor”), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, in its capacity as agent for Secured Parties (as hereinafter defined) (in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, Grantor and Agent, acting on behalf of lenders and certain other parties (Agent and such lenders and other parties, collectively “Secured Parties”) are parties to the Patent Security Agreement, dated December 13, 2013, and recorded with the Patent Division of the United States Patent and Trademark Office on January 13, 2014, at Reel/Frame 031997/0371, as amended by Amendment No. 1 to Patent Security Agreement, dated April 20, 2017, and recorded with the Patent Division of the United States Patent and Trademark Office on April 21, 2017, at Reel/Frame 042308/0353 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the “Patent Security Agreement”);

WHEREAS, pursuant to the Patent Security Agreement, Grantor has, among other things, granted to Agent a security interest in all present and future Patents and Patent applications of Grantor, together with certain related assets, and has agreed to execute and deliver to Agent all agreements and documents as requested by Agent to evidence the security interests of Agent therein;

WHEREAS, Grantor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to a new patent and patent applications filed with the United States Patent and Trademark Office described in Schedule I hereto and made a part hereof (collectively, the “Additional Patents”); and

WHEREAS, Grantor is obligated to grant a security interest in and pledge all such Additional Patents and Additional Patent Collateral (as hereinafter defined) to Agent, as provided by the terms and conditions of the Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. Definitions. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement or, if not defined therein, in the Security Agreement, and this Amendment shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Grant of Security Interest. In addition, and not in limitation, of the security interests and other interests granted to Agent (for itself and the benefit of Secured Parties) pursuant to the Patent Security Agreement, as collateral security for the prompt performance, observance and indefeasible payment in full of all of the Secured Obligations, Grantor hereby grants to Agent (for itself and the benefit of Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment, and hereby confirms, reaffirms and restates the prior grant thereof to Agent (for itself and the benefit of Secured Parties) pursuant to the Patent Security Agreement, of the following, whether presently existing or hereafter arising or acquired (being collectively referred to herein as the “Additional Patent Collateral”):

(a) all of the Additional Patents referred to on Schedule 1 to this Amendment and any Additional Patent licensed under any Intellectual Property License referred to on Schedule 1 to this Amendment;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

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

3. Security for Secured Obligations. This Amendment and the security interest created hereby and in the Patent Security Agreement 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 any Grantor to Agent or Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a case under any Insolvency Proceeding involving any Grantor.

4. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest to Agent set forth in Section 2 of the Patent Security Agreement or any other provisions thereof, Grantor hereby confirms, reaffirms and restates its prior grant of Patent Collateral to Agent, for itself and on behalf of the other Secured Parties, and hereby grants to Agent, for itself and on behalf of the other Secured Parties, a continuing security interest in and a general lien upon the Additional Patent Collateral.

5. Supplement and Amendment to Patent Security Agreement.

(a) Without limiting any of the Patent Collateral otherwise described in the Patent Security Agreement,

(i) Schedule I to the Patent Security Agreement is hereby amended and supplemented to include, in addition and not by way of limitation, the Additional Patents,

(ii) all references to the term "Patents" in the Patent Security Agreement or the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Patents, and

(iii) all reference to the term "Patent Collateral" in the Patent Security Agreement and the Security Agreement are hereby amended to include, in addition and not in limitation, the Additional Patent Collateral.

(b) The security interests granted pursuant to this Amendment and the Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Additional Patent 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. To the extent there is any inconsistency between the Patent Security Agreement as amended by this Amendment and the Security Agreement, the Security Agreement shall control.

6. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Patent Collateral set forth in the Patent Security Agreement shall apply to the Additional Patent Collateral and other assets described in Section 2 of this Amendment.

7. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Patent Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Patent Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. This Amendment and the Patent Security Agreement to be read and construed as one agreement.

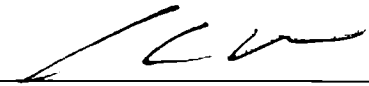
8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Amendment.

[Signature Page Follows]

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

GRANTOR:

SCOUT EXCHANGE LLC,

By: 

Name: Ken Lazarus

Title: President and Chief Executive Officer

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: _____

Name: Melissa Provost

Title: Vice President

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

GRANTOR:

SCOUT EXCHANGE LLC,

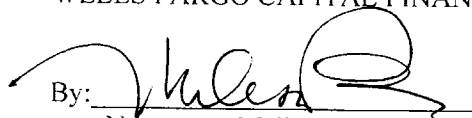
By: _____

Name:

Title:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Melissa Provost

Title: Vice President

[Signature Page to Amendment No. 2 to Patent Security Agreement (Scout)]

PATENT
REEL: 051709 FRAME: 0797

SCHEDULE I
to
AMENDMENT NO. 2 TO PATENT SECURITY AGREEMENT

United States Patents and Patent Applications

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
SYSTEM AND METHOD FOR MANAGING A TALENT PLATFORM	13/645899	10/05/2012	10147072	12/04/2018
SYSTEM AND METHOD FOR MANAGING A TALENT PLATFORM	13/645757	10/05/2012		
SYSTEM AND METHOD FOR MANAGING A TALENT PLATFORM	13/645759	10/05/2012		
SYSTEM AND METHOD FOR MANAGING A TALENT PLATFORM	13/645878	10/05/2012		
SYSTEM AND METHOD FOR MANAGING A TALENT PLATFORM	16/208198	12/03/2018		
SYSTEM AND INTERFACES FOR MANAGING TEMPORARY WORKERS	15/895968	02/13/2018		
SYSTEM AND INTERFACES FOR MANAGING TEMPORARY WORKERS	15/895975	02/13/2018		
SYSTEM AND INTERFACES FOR MANAGING TEMPORARY WORKERS	15/895984	02/13/2018		
TALENT PLATFORM EXCHANGE AND RATING SYSTEM	62/738994	09/28/2018		
TALENT PLATFORM EXCHANGE AND RATING SYSTEM	16/586797	09/27/2019		
TALENT PLATFORM EXCHANGE AND RECRUITER MATCHING SYSTEM	62/778171	12/11/2018		

[Schedule I to Amendment No. 2 to Patent Security Agreement (Scout)]