

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6337187

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	RECSOLU, INC. D/B/A/ YELLO	09/30/2020
RECEIVING PARTY DATA		
Name:	CIBC BANK USA	
Street Address:	120 SOUTH LASALLE STREET	
Internal Address:	SUITE 400	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60603	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8572000
CORRESPONDENCE DATA		
Fax Number:	(404)885-3900	
<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:	4048853868	
Email:	rusty.close@troutman.com	
Correspondent Name:	CHRISTOPHER CLOSE	
Address Line 1:	TROUTMAN PEPPER LLP	
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200	
Address Line 4:	ATLANTA, GEORGIA 30308-2216	
ATTORNEY DOCKET NUMBER:	249023.000019	
NAME OF SUBMITTER:	CHRISTOPHER C CLOSE, JR.	
SIGNATURE:	/Christopher C. Close Jr./	
DATE SIGNED:	10/06/2020	
Total Attachments: 7		
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PATENT

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of September 30, 2020 by and between CIBC BANK USA, an Illinois banking corporation, as lender ("Lender"), and RECSOLU, INC., a Delaware corporation, as borrower ("Grantor").

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement), by and between Borrower and Lender.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (the "Intellectual Property Collateral") (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Lender.

3. This security interest is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

4. This Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

5. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Page Follows]

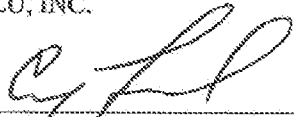
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Recsolu, Inc. (d/b/a Yello)
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Executive Chairman
email: corey.ferengul@yello.co

GRANTOR:

RECSOLU, INC.

By: 
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CIBC BANK USA

By: _____
Name: Andrew Schwartz
Title: Managing Director

RECSOLU, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PA

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Recsolu, Inc. (d/b/a Yello)
55 East Monroe Street
Suite 3600
Chicago, Illinois
Attn: Corey Ferengul, Executive Chairman
email: corey.ferengul@vello.co

GRANTOR:

RECSOLU, INC.

By: _____
Name: Corey Ferengul
Title: Chief Executive Officer

Address of Lender:

CIBC Bank USA
120 South LaSalle Street
Suite 400
Chicago, Illinois 60603
Attn: Andrew Schwartz
Telephone: (312) 564-3826
Email: andrew.schwartz@cibc.com

LENDER:

CIBC BANK USA

By: 
Name: Andrew Schwartz
Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration No.	Registration Date
None.		

EXHIBIT BPatents

Title	Application No.	Registration No.	Date Filed
Method and System for Electronic Management of Recruiting		8,572,000	10/29/2013

EXHIBIT CTrademarks

Mark	Registration No.	Date Filed
YELLO	5,034,425	09/06/2016