

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7418614

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDMENT NO. 3 TO PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SCOUT EXCHANGE LLC	06/30/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	WELLS FARGO CAPITAL FINANCE, LLC
<b>Street Address:</b>	125 HIGH STREET
<b>Internal Address:</b>	11TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16710917
<b>Patent Number:</b>	11321645
<b>Application Number:</b>	17733045
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(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>	
<b>Phone:</b>	8007130755
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<b>Correspondent Name:</b>	CT CORPORATION
<b>Address Line 1:</b>	4400 EASTON COMMONS WAY
<b>Address Line 2:</b>	SUITE 125
<b>Address Line 4:</b>	COLUMBUS, OHIO 43219
<b>NAME OF SUBMITTER:</b>	JESSICA HILDEBRANDT
<b>SIGNATURE:</b>	/Jessica Hildebrandt/
<b>DATE SIGNED:</b>	07/06/2022
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 7</b> source=IP filing#page1.tif source=IP filing#page2.tif	

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AMENDMENT NO. 3 TO PATENT SECURITY AGREEMENT

This AMENDMENT NO. 3 TO PATENT SECURITY AGREEMENT (this “Amendment”) is dated as of June 30, 2022, 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 (a) 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 and (b) Amendment No. 2 to Patent Security Agreement, dated December 6, 2019, and recorded with the Patent Division of the United States Patent and Trademark Office on December 10, 2019, at Reel/Frame 051241/0756<sup>1</sup> (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

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<sup>1</sup> A corrective assignment was filed on January 27, 2020 to correct the receiving party name

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; Electronic Execution. This Amendment may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Agent reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Amendment will be as effective as delivery of a manually executed counterpart of this Amendment.

9. Governing Law. The validity, interpretation and enforcement of this Amendment and any dispute arising out of the relationship between parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the Commonwealth of Massachusetts, but excluding any principles of conflict of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the Commonwealth of Massachusetts.

[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: John Chuang

Title: President and CEO

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: John Chuang  
Title: President and CEO

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC

By:  \_\_\_\_\_  
Name: Melissa Provost  
Title: Vice President

SCHEDULE I  
to  
AMENDMENT NO. 3 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>
TALENT PLATFORM EXCHANGE AND RECRUITER MATCHING SYSTEM	16/710917	12/11/2019		
SYSTEM AND INTERFACES FOR MANAGING TEMPORARY WORKERS	16/878156	05/19/2020	11321645	05/03/2022
SYSTEM AND INTERFACES FOR MANAGING TEMPORARY WORKERS	17/733045	04/29/2022		

[Schedule I to Amendment No. 3 to Patent Security Agreement (Scout)]