

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TalentWise, Inc.		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	303 Twin Dolphin Drive #6006		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94065		
Entity Type:	Commercial bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4313420	TALENTSHIELD	
Registration Number:	4093076	TALENTWISE	
CORRESPONDENCE DATA			
Fax Number:	3122585600		
<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:	312-258-5724		
Email:	cbollinger@schiffhardin.com		
Correspondent Name:	Chris L. Bollinger		
Address Line 1:	P.O. Box 06079		
Address Line 2:	Schiff Hardin LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0079		
ATTORNEY DOCKET NUMBER:	41907-0012		
NAME OF SUBMITTER:	Chris L. Bollinger		
SIGNATURE:	/Chris L. Bollinger/		
DATE SIGNED:	10/06/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of September 30, 2014, is made by **TALENTWISE, INC.**, a Delaware corporation (herein referred to as "*Grantor*" or "*Debtor*"), in favor of **OPUS BANK**, a California Commercial Bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement dated as of September 30, 2014 among Grantor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Facility by the Lender, Grantor has executed and delivered that certain Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (each such supplement, an "*IP Security Agreement Supplement*") executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and

Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender 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.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of Washington.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

TalentWise, Inc.
19910 North Creek Parkway
Suite 200
Bothell, Washington 98041
Attn: Christian C. Weinmann

TALENTWISE, INC., a Delaware corporation.
as Grantor

By: 
Name: PAUL COOK
Its: CEO

IN WITNESS WHEREOF, the Lender has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPUS BANK, as Lender

By: 

Name: Douglas Stewart
Its: Managing Director

Address for Notices:

303 Twin Dolphin Drive
#6006
Redwood City, California 94065
Attn: Douglas Stewart, Managing Director
Telephone: (650) 632-4256
E-mail: dstewart@opusbank.com

(Signature Page to IP Security Agreement)

TRADEMARK
REEL: 005375 FRAME: 0827

**Schedule A to the
IP Security Agreement**

PATENTS:

None.

**Schedule B to the
IP Security Agreement**

TRADEMARKS

	Mark	Serial Number No.	Registration No./ Issue Date	Application No./ Filing Date	Jurisdiction	Assignee / Owner
1.	TALENTSHIELD	84067734	4,313,420 4/2/2013	85/067,734 6/21/2010	USA	TalentWise, Inc.
2.	TALENTWISE		C20100528-12 5/27/2010	C20100528-12 5/27/2010	Nevada	TalentWise, Inc.
3.	TALENTWISE	85189163	4,093,076 1/31/2012	85/189,163 12/2/2010	USA	TalentWise, Inc.
4.	TALENTWISE		53891 3/29/2010	53891 3/29/2010	Nevada	TalentWise, Inc.

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

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