

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347836


<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CTPartners Executive Search Inc.		04/08/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	100 East Broad Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43215		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4598456	DESIGNED TO DELIVER	
<b>Registration Number:</b>	4435800	CTGROWTH PARTNERS	
<b>Registration Number:</b>	4050803	SUCCESSIONSIGMA	
<b>Registration Number:</b>	3402762	CTPARTNERS	
<b>Registration Number:</b>	3125100	CLIENTNET	
<b>Registration Number:</b>	2567490	CANDIDATE CENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	216.363.4677		
<b>Email:</b>	trademark@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan H. Poirier		
<b>Address Line 1:</b>	Benesch Friedlander Coplan & Aronoff LLP		
<b>Address Line 2:</b>	200 Public Square, Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	29775-2		
<b>NAME OF SUBMITTER:</b>	Duncan H. Poirier		

OP \$165.00 4598456

<b>SIGNATURE:</b>	/Duncan H. Poirier/
<b>DATE SIGNED:</b>	07/13/2015
<b>Total Attachments: 4</b> source=Trademark Assignment CTP to JPM#page1.tif source=Trademark Assignment CTP to JPM#page2.tif source=Trademark Assignment CTP to JPM#page3.tif source=Trademark Assignment CTP to JPM#page4.tif	

THIS DOCUMENT SHALL BE HELD BY BANK IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF APRIL 8, 2015 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY CTPARTNERS EXECUTIVE SEARCH INC., A DELAWARE CORPORATION (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "PLEDGOR"), IN FAVOR OF JPMORGAN CHASE BANK, N.A. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "BANK"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF BANK CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND THAT BANK HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED IN THE AGREEMENT) AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

JPMORGAN CHASE BANK, N.A.

By:   
Print Name: Thomas P. Lang  
Title: Executive Director  
Date: July 1, 2015

ASSIGNMENT

WHEREAS, CTPARTNERS EXECUTIVE SEARCH INC., a Delaware corporation, fka CTPARTNERS EXECUTIVE SEARCH LLC, which was formerly CHRISTIAN & TIMBERS LLC, (together with its successors and assigns, "Pledgor"), is the owner of the Collateral (as defined in the Agreement);

WHEREAS, Pledgor has executed an Intellectual Property Security Agreement, dated as of even date herewith (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of JPMORGAN CHASE BANK, N.A. ("Bank"), pursuant to which Pledgor has granted to Bank a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Bank, its successors, transferees and assigns, all of its existing and future Collateral, including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto) that is registered in the United States Patent and Trademark Office, or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon the certification of an authorized officer of Bank, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) Bank has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on the 8<sup>th</sup> day of April, 2015.

CTPARTNERS EXECUTIVE SEARCH  
INC.

By: William J. Keneally  
Print Name: William J. Keneally  
Title: Secretary and Chief Financial Officer

[Signature page to IP Security Assignment – Chase/CTPartners]

STATE OF Ohio )  
 ) SS:  
COUNTY OF Lorain )

BEFORE ME, the undersigned authority, on this day personally appeared William J. Keneally, Secretary and Chief Financial Officer, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of CTPARTNERS EXECUTIVE SEARCH INC., a Delaware corporation, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of April 2015.

Natalie Bunnell

Notary Public

My commission expires: 17-June-2017

[NOTARY PAGE – IP ASSIGNMENT – CHASE/CTPARTNERS]

**TRADEMARK**  
**REEL: 005575 FRAME: 0423**

### Schedule A

<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILED</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
DESIGNED TO DELIVER	85961999	7/17/13	4598456	9/2/14
CTGROWTH PARTNERS	85886998	3/26/13	4435800	11/19/13
SUCCESSIONSIGMA	85217880	1/14/11	4050803	1/1/11
CTPARTNERS	77144076	3/29/07	3402762	3/25/08
CLIENTNET	78579017	3/3/05	3125100	8/1/06
CANDIDATE CENTRAL	78016140	7/10/00	2567490	5/7/02