

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iCIMS, Inc.		05/26/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4688550	ICIMS	
<b>Registration Number:</b>	4080093	ICIMS	
<b>Registration Number:</b>	4662256	HIRE EXPECTATIONS	
<b>Registration Number:</b>	4541941	I	
<b>Registration Number:</b>	2561495	ICIMS.COM	
<b>Registration Number:</b>	3530482	TALENT PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	212-238-3214		
<b>Email:</b>	selwin@emmetmarvin.com		
<b>Correspondent Name:</b>	Sharon Elwin		
<b>Address Line 1:</b>	120 Broadway, 32nd Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10271		
<b>ATTORNEY DOCKET NUMBER:</b>	F170458		
<b>NAME OF SUBMITTER:</b>	Sharon Elwin		
<b>SIGNATURE:</b>	/Sharon Elwin/		
<b>DATE SIGNED:</b>	05/30/2017		

OP \$165.00 4688550

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **iCIMS, INC.**, a New Jersey corporation (the "Grantor"), and **JPMORGAN CHASE BANK, N.A.**, (the "Lender") are parties to a Pledge and Security Agreement, dated as of May 26, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Pursuant to the Security Agreement, as security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor collaterally assigned, mortgaged, pledged, hypothecated and transferred to the Lender, and granted to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the Collateral, including, without limitation, certain of its intellectual property.

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor, as security for the payment or performance, as applicable, in full of the Secured Obligations, hereby collaterally assigns, mortgages, pledges and hypothecates to the Lender, and grants to the Lender, a security interest in, all of the right, title and interest of the Grantor in, to and under the following property of the Grantor, now owned or hereafter acquired by the Grantor (collectively, the "Trademarks Collateral"):

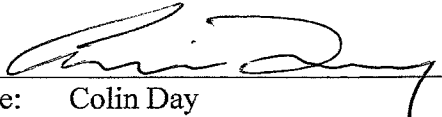
- (a) trademarks and registrations thereof, including the trademarks listed on Schedule 1 attached hereto (collectively, the "Trademarks");
- (b) the goodwill of the business symbolized by the Trademarks; and
- (c) all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is: 270 Park Avenue, New York, New York 10017.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of May 26, 2017.

**iCIMS, INC.**

By:   
Name: Colin Day  
Title: Chief Executive Officer and  
President

[Signature Page-Grant of Security Interest (Trademarks)]

**Schedule 1**  
**to**  
**Grant of Security Interest (Trademarks)**  
**Dated as of May 26, 2017**

<u>Trademarks</u>	<u>Reg. Number</u>	<u>Registration Date</u>
iCIMS, Inc.	January 3, 2012 February 17, 2015	4688550/1259929 4080093/1159550 TMA879746 1255545
Hire Expectations	4662256	December 14, 2014
I	4541941	June 3, 2014
iCIMS.com	2561495	April 16, 2002
Talent Platform	3530482	November 11, 2008