

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Talentline LLC		06/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street, 11th Floor		
Internal Address:	Mail Code TX1-492-11-23		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5018732	TALENTLINE	
Registration Number:	5018734	TL TALENTLINE	
CORRESPONDENCE DATA			
Fax Number:	2149649501		
<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:	214.964.9443		
Email:	maureen.drews@hkllaw.com		
Correspondent Name:	Fan Yang		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	200 Crescent Court, Suite 1600		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Fan Yang		
SIGNATURE:	/Fan Yang/		
DATE SIGNED:	06/29/2018		
Total Attachments: 5			
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of June 26, 2018 is made by 20/20 COMMUNICATIONS, INC., a Delaware corporation (“20/20”), POINT 180 LLC, a Delaware limited liability company (“Point 180”), and TALENTLINE LLC, a Delaware limited liability company (“Talentline”, and together with 20/20 and Point 180, each a “Grantor”, and collectively the “Grantors”), in favor of BANK OF AMERICA N.A., a national banking association, as lender (including any Lending Office, together with its successors and assigns, “Lender”) for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantors are together with each such other Person as may be joined thereto as the Borrowers under the Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) between the Borrowers and the Lender;

WHEREAS, pursuant to the Loan Agreement, each Grantor pledged and granted to the Lender for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks (as defined below); and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to induce the Lender to make their respective extensions of credit to the Borrowers thereunder, each Grantor agrees, for the benefit of the Lender and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

As used herein “Trademarks” shall mean all of each Grantor’s (or if referring to another Person, such other Person’s) now existing or hereafter acquired right, title, and interest in and to: (i) all of such Grantor’s (or if referring to another Person, such other Person’s) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development and goodwill of the business relating thereto; (ii) all renewals thereof; and (iii) all designs and general intangibles of a like nature.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of such Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on

Schedule A hereto) (collectively, the “Collateral”), to the Lender for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

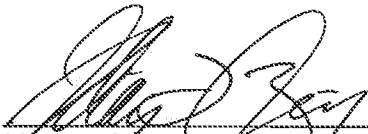
SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature pages follow]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on the date first set forth above.

20/20 COMMUNICATIONS, INC.,
as Grantor

By: 
Name: Steven E. Zwick
Title: CFO/Secretary


POINT 180 LLC,
as Grantor

By: 20/20 Communications, Inc.,
its Sole Member

By: 
Name: Steven E. Zwick
Title: CFO/Secretary

TALENTLINE LLC,
as Grantor

By: 20/20 Communications, Inc.,
its Sole Member

By: 
Name: Steven E. Zwick
Title: CFO/Secretary

BANK OF AMERICA, N.A.,
as Lender

By: 
Name: Lisa Huyrh
Title: Vice President


[Signature Page to Trademark Security Agreement]

#57230829

TRADEMARK
REEL: 006368 FRAME: 0813

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Owner of Record</u>	<u>Trademark</u>	<u>Registration Number</u>
Talentline LLC	TALENTLINE	5018732
Talentline LLC		5018734
Point 180 LLC	POINT 180	3946219
20/20 Communications, Inc.	2020 COMPANIES	5451574
20/20 Communications, Inc.	2020 COMPANIES	3611058