

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM762136

<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>
RECRUITER.COM GROUP, INC.		10/19/2022	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Montage Capital II, L.P.		
<b>Street Address:</b>	900 East Hamilton Avenue, Suite 100		
<b>City:</b>	Campbell		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95008		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6565232	RECRUITER.COM	
<b>Registration Number:</b>	5244957	SCOUTED	
<b>Registration Number:</b>	4996764	RECRUITING LIFE	
<b>Registration Number:</b>	5087766	SCOUTED	
<b>Registration Number:</b>	5158136	RECRUITING SOCIAL	
<b>Registration Number:</b>	4139825	MATCHBOOK	
<b>Registration Number:</b>	3681090	ONEWIRE	
<b>Registration Number:</b>	5572033	VOCAWORKS	
<b>Serial Number:</b>	97398664	MYRECRUITER	
<b>Serial Number:</b>	97312463	RECRUITER INDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6506440520		
<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>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 MIDDLEFIELD RD., #215		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94306		

OP \$265.00 6565232

<b>NAME OF SUBMITTER:</b>	Patty Cheng
<b>SIGNATURE:</b>	/s/ Patty Cheng
<b>DATE SIGNED:</b>	10/19/2022
<b>Total Attachments: 7</b> source=Recruiter.com - IP Security Agreement#page1.tif source=Recruiter.com - IP Security Agreement#page2.tif source=Recruiter.com - IP Security Agreement#page3.tif source=Recruiter.com - IP Security Agreement#page4.tif source=Recruiter.com - IP Security Agreement#page5.tif source=Recruiter.com - IP Security Agreement#page6.tif source=Recruiter.com - IP Security Agreement#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of October 19, 2022 by and among Recruiter.com Group, Inc. (“**Parent**”), Recruiter.com, Inc., (“**Recruiter.com**”), Recruiter.com Recruiting Solutions, LLC (“**Recruiting Solutions**”), Recruiter.com Consulting, LLC (“**Recruiting Consulting**”), VocaWorks, Inc. (“**Vocaworks**”), Recruiter.com Scouted, Inc. (“**Scouted**”), Recruiter.com Upsider, Inc. (“**Upsider**”), and Recruiter.com - OneWire, Inc. (“**OneWire**”), and Montage Capital II, L.P., a Delaware limited partnership (“**Lender**”). Parent, Recruiter.com, Recruiting Solutions, Recruiting Consulting, Vocaworks, Scouted, Upsider, and OneWire are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”).

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Lender a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

**NOW, THEREFORE**, each Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all of such Grantor’s right, title and interest in such Grantor’s Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), except for Excluded Property. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property (other than Excluded Property) that is registered with the United States Patent and Trademark Office or the United States Copyright Office which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

ADDRESS OF GRANTORS:

500 7th Avenue  
New York, NY 10018  
Attn: Judy Krandel, Chief Financial Officer

GRANTORS:

RECRUITER.COM GROUP, INC.

By: [Signature]  
Name: Miles Jennings  
Title: President

RECRUITER.COM, INC.

By: [Signature]  
Name: Miles Jennings  
Title: CEO

RECRUITER.COM CONSULTING, LLC

By: [Signature]  
Name: Miles Jennings  
Title: CEO

RECRUITER.COM RECRUITING SOLUTIONS,  
LLC

By: [Signature]  
Name: Miles Jennings  
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTORS:

VOCAWORKS, INC.

By: [Signature]

Name: Miles Jennings

Title: President

RECRUITER.COM SCOUTED, INC.

By: [Signature]

Name: Miles Jennings

Title: CEO

RECRUITER.COM UPSIDER, INC.

By: [Signature]

Name: Miles Jennings

Title: Secretary

RECRUITER.COM - ONEWIRE, INC.

By: [Signature]

Name: Miles Jennings

Title: Secretary

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

LENDER:

MONTAGE CAPITAL II, L.P.

Address of Lender:  
900 East Hamilton Avenue, Suite 100  
Campbell, CA 95008  
Attn: Mike Rose

By: 

Name: MICHAEL J. GALE

Title: MANAGING DIRECTOR

**EXHIBIT A**

**Copyrights**

Please Check Box if No Copyrights Exist

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

Please Check Box if No Patents Exist

<b>Title</b>	<b>Application Number / Patent Number</b>	<b>Application Date / Issue Date</b>
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EXHIBIT C

Trademarks

<u>Registered Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Parent	MYRECRUITER	97398664		5/6/22
Parent	RECRUITER INDEX	97312463		3/15/22
Parent	RECRUITER.COM	90031273	6565232	11/23/21
Parent	SCOUTED	87264961	5244957	7/18/17
Parent	RECRUITING LIFE	86808919	4996764	7/12/16
Parent	SCOUTED	86712173	5087766	11/22/16
Parent	RECRUITING SOCIAL	86704381	5158136	3/7/17
Parent	MATCHBOOK	85137808	4139825	5/8/12
Parent	ONEWIRE	77507530	3681090	7/8/09
Parent <sup>1</sup>	VOCAWORKS	87662960	5572033	7/25/18

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<sup>1</sup> Assigned from Miles Jennings