

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861941

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Notice of Grant of Security Interest in United States Trademarks at Reel/Frame No. 7150/0802		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association, as Administrative Agent		12/18/2023	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Talent Worldwide Inc.		
Street Address:	420 Lexington Ave.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10170		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5964583	TOPINTERVIEW	
Registration Number:	2197776	CAREERPERFECT	
Registration Number:	2251467	CAREERPERFECT	
Registration Number:	2899604	INTERVIEWSMART	
Registration Number:	4628567	TOPRESUME	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	068572-0012		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	12/18/2023		

OP \$140.00 5964583

Total Attachments: 3

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**TERMINATION AND RELEASE OF
NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Termination and Release of Notice of Grant of Security Interest in United States Trademarks (this "**Release**") dated as of December 18, 2023, is made with regard to that certain Notice of Grant of Security Interest in United States Trademarks entered into as of December 10, 2020 (as amended from time to time, the "**Grant**"), by and between WEBSTER BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "**Grantee**"), and TALENT WORLDWIDE INC., a Delaware corporation (the "**Grantor**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grant.

WHEREAS, the Grantee agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Loan and Security Agreement entered into by and among others, the Grantor and the Grantee, dated as of December 10, 2020 (as amended, modified, restated and/or supplemented from time to time, the "**Loan Agreement**").

WHEREAS, pursuant the Loan Agreement, the parties entered into the Grant which was recorded on December 10, 2020 at Reel 7150, Frame 0802 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor granted the Grantee a security interest in certain trademarks, trademark registrations and trademark applications (the "**Marks**") listed in the Schedule A hereto;

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Grantee has released its security interests in and to the intellectual property collateral and to expunge any recordation of the security interest insofar as it pertains to the intellectual property collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee forever releases and discharges the entire security interest in and to all of the intellectual property collateral granted to the Grantee by the Grant.

The Grantee hereby agrees to execute such additional instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the intellectual property collateral pursuant to the Grant and otherwise to effectuate the release of all recordations of such security interest in the intellectual property.

The Grantee acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Grantee represents and warrants that it has not transferred or assigned all or any part of the Grant to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed by a duly authorized officer thereunto.

**WEBSTER BANK, NATIONAL
ASSOCIATION**, as Administrative Agent, as
Grantee

By:  _____

Name: Ian Milne

Title: Vice President

Signature Page to Termination and Release (Talent Worldwide)

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TRADEMARK
REEL: 008291 FRAME: 0935

SCHEDULE A

Registered Trademarks of the Grantor

<u>Obligor</u>	<u>Jurisdiction</u>	<u>Reg No.</u>	<u>Reg. Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Talent Worldwide Inc.	European Union	17565491	17-Apr-2018	06-Dec-2017	Talent Worldwide Inc.	TOPCV
Talent Worldwide Inc.	United Kingdom	3275760	13-Jul-2018	06-Dec-2017	Talent Worldwide Inc.	TOPCV
Talent Worldwide Inc.	United States	5964583	21-Jan-2020	08-Jun-2018	Talent Worldwide Inc.	TOPINTERVIEW
Talent Worldwide Inc.	United States	2197776	20-Oct-1998	25-Jul-1997	Talent Worldwide Inc.	CAREERPERFECT
Talent Worldwide Inc.	United States	2251467	08-Jun-1999	05-May-1998	Talent Worldwide Inc.	CAREERPERFECT
Talent Worldwide Inc.	United States	2899604	02-Nov-2004	26-May-2003	Talent Worldwide Inc.	INTERVIEWSMART
Talent Worldwide Inc.	United States	4628567	28-Oct-2014	31-Mar-2014	Talent Worldwide Inc.	TOPRESUME

*Required maintenance filing not submitted by December 9, 2019 deadline. Registration will become cancelled in due course.

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