

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Toptal, LLC		12/27/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	North Mill Capital LLC		
Doing Business As:	DBA SLR Business Credit		
Street Address:	821 Alexander Road, Suite 130		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6025893	THE WORLD'S TOP TALENT, ON DEMAND	
Registration Number:	5777759	HIRE THE TOP 3% OF FREELANCE TALENT	
Registration Number:	5598433	TT DEVELOPERS	
Registration Number:	5598432	TT FINANCE	
Registration Number:	5598431	TT DESIGNERS	
Registration Number:	5354352	TT TOPTAL	
Registration Number:	5345876	TT	
Registration Number:	4944844	TOPTAL	
CORRESPONDENCE DATA			
Fax Number:	6099190677		
<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:	7703103426		
Email:	vheller@slrbusinesscredit.com		
Correspondent Name:	Vicki Heller		
Address Line 1:	821 Alexander Road, Suite 130		
Address Line 4:	Princeton, NEW JERSEY 08540		
NAME OF SUBMITTER:	Vicki Heller		

OP \$215.00 6025893

SIGNATURE:	/Vicki Heller/
DATE SIGNED:	01/09/2024
Total Attachments: 7 source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page1.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page2.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page3.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page4.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page5.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page6.tif source=05 - Toptal - Trademark Security Agreement (Executed) 12.27.23#page7.tif	

TRADEMARK SECURITY AGREEMENT

December 27, 2023

WHEREAS, TOPTAL, LLC, a Delaware limited liability company ("**Assignor**"), located and doing business at 2810 N. Church Street #36879, Wilmington, Delaware 19802-4447, is the owner of the certain trademarks which are registered in the United States Patent and Trademark Office.

WHEREAS, NORTH MILL CAPITAL LLC, a Delaware limited liability company, d/b/a **SLR Business Credit** ("**Assignee**"), located and doing business 821 Alexander Road, Suite 130, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Assignor, and Assignor has executed and delivered to Assignee a certain Revolving Credit Master Promissory Note dated December 27, 2023 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Note**") evidencing the present and future advances of credit by Assignee to Assignor, and Assignor may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor has executed and delivered to Assignee a certain Loan and Security Agreement dated as of December 27, 2023 (as amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Loan Agreement**") pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor (other than Excluded Assets (as defined in the Loan Agreement)) to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein, in each case other than any Excluded Assets.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby grants to Assignee a security interest in all of Assignor's right, title and interest in:

(a) United States federal and foreign trademarks, service marks and tradenames, and application registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) (the "**Trademarks**"), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications described in **Exhibit A** attached hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Trademarks;

(c) the entire goodwill of or associated with the business now ore hereafter conducted by Assignor connected with and symbolized by any of the aforementioned properties and assets;

(d) all general intangibles and all intangible intellectual or other similar property of Assignor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

(e) all proceeds of any or all of the foregoing (including license royalties, rights to payments, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Assignee is the loss payee thereof) or any indemnity warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

All of the foregoing items set forth in clauses (a) through (e) are hereinafter referred to collectively as the "**Collateral.**" For the avoidance of doubt, in no event shall the Collateral include any Excluded Assets (as defined in the Loan Agreement).

Assignor and Assignee agree as follows:

1. Representations and Warranties. Assignor represents and warrants to Assignee that a true and correct listing of all of the existing Collateral consisting of U.S. trademarks, service marks, trade names, and all trademark, service mark and trade name applications owned by Assignor, in whole or in part, is set forth in **Exhibit A.**

2. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

3. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Trademarks and shall have the right to use the Collateral, subject to the terms and covenants of the Loan Agreement, and this Assignment.

4. Remedies Upon Default. Whenever any Event of Default under and defined in the Loan Agreement or under any future note evidencing the Obligations, shall occur, Assignor's rights pursuant to Section 2 hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignee hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located.

5. Cumulative Remedies. This Assignment has been entered into in conjunction with the security interest granted to Assignee under the Loan Agreement. The rights and remedies provide herein are cumulative and

not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

6. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

7. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, promptly execute and deliver to Assignor all deeds, assignments, terminations and other instruments as may be necessary or proper to terminate Assignee's security interest in the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

8. Severability. If any clause or provision of this Assignment shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

9. Notices. All notices, requests and demands to or upon Assignor or Assignee under this Assignment shall be given in the manner prescribed in the Loan Agreement.

10. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New York and the United States of America as applicable.

IN WITNESS WHEREOF, each Grantor has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

TOPTAL, LLC,
as Grantor

DocuSigned by:

Carlos Aguirre

749293F05EDE436...

By: _____

Name: Carlos Aguirre

Title: Interim Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

NORTH MILL CAPITAL LLC d/b/a
SLR Business Credit

DocuSigned by:
By: Beatriz Hernandez
Name: Beatriz Hernandez
Title: Executive Vice President



**Exhibit A
Trademarks**

U.S. Trademark Registrations and Applications

Country	Trademark	Registration Date	Registration Number	Grantor
United States	THE WORLD'S TOP TALENT, ON DEMAND	03/31/2020	6025893	Toptal, LLC
United States	HIRE THE TOP 3% OF FREELANCE TALENT	06/11/2019	5777759	Toptal, LLC
United States	 developers	11/06/2018	5598433	Toptal, LLC
United States	 finance	11/06/2018	5598432	Toptal, LLC
United States	 designers	11/06/2018	5598431	Toptal, LLC
United States	 toptal	12/12/2017	5354352	Toptal, LLC
United States		11/28/2017	5345876	Toptal, LLC
United States	TOPTAL	04/26/2016	4944844	Toptal, LLC

Other Trademarks

Owner	Trademark	Country/Jurisdiction	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
Toptal, LLC	TOPTAL	Australia	35	1940749 13-JUL-2018	1940749 13-JUL-2018	Registered.
Toptal, LLC	TOPTAL	Canada	35, 38, 42	1909158 12-JUL-2018	1111699 18-OCT-2021	Registered.
Toptal, LLC	TOPTAL	European Union	35	17930767 13-JUL-2018	17930767 22-DEC-2018	Registered.

Toptal, LLC	TOPTAL	India	35	4506970 21-MAY-2020	4506970 7-JAN-2021	Registered.
Toptal, LLC	TOPTAL	United Kingdom	35	UK00917930767 13-JUL-2018	UK00917930767 22-DEC-2018	Registered.
Toptal, LLC		European Union	35	18772267 04-OCT-2022	18772267 28-JAN-2023	Registered.
Toptal, LLC		United Kingdom	35	3835674 04-OCT-2022	UK00003835674 23-DEC-2022	Registered.