

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479479

<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>
ONE SOURCE VIRTUAL HR, INC.		12/31/2013	Corporation: DELAWARE
ONE SOURCE CANADA HOLDINGS LLC		12/31/2013	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	14185 Dallas Parkway, Suite 780		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3956404	ONESOURCE VHR	
<b>Serial Number:</b>	85554356	ONESOURCE VIRTUAL	
<b>Serial Number:</b>	85554351	ONESOURCE VIRTUAL	
<b>Serial Number:</b>	85506816	PAYROLL ATMOSPHERE	
<b>Serial Number:</b>	85949870	INABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F177777 TM IPSA		
<b>NAME OF SUBMITTER:</b>	Laura Kenerson		

OP \$140.00 3956404

<b>SIGNATURE:</b>	/Laura Kenerson/
<b>DATE SIGNED:</b>	06/26/2018
<b>Total Attachments: 8</b> source=FINAL_ IP Security Agreement - OneSource#page1.tif source=FINAL_ IP Security Agreement - OneSource#page2.tif source=FINAL_ IP Security Agreement - OneSource#page3.tif source=FINAL_ IP Security Agreement - OneSource#page4.tif source=FINAL_ IP Security Agreement - OneSource#page5.tif source=FINAL_ IP Security Agreement - OneSource#page6.tif source=FINAL_ IP Security Agreement - OneSource#page7.tif source=FINAL_ IP Security Agreement - OneSource#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 31, 2013 by and between (i) **SILICON VALLEY BANK** (“**Bank**”) and (ii) **ONE SOURCE VIRTUAL HR, INC.** (“**One Source**”) and **ONE SOURCE CANADA HOLDINGS LLC** (“**Holdings**”, and together with One Source, individually and collectively, jointly and severally, the “**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and, among others, Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all Copyright, including without limitation those set forth on Exhibit A attached hereto;
2. All Patents, including without limitation those set forth on Exhibit B attached hereto;
3. Any and all Trademarks, including without limitation those set forth on Exhibit C attached hereto;
4. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);
5. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

6. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

7. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

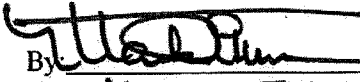
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

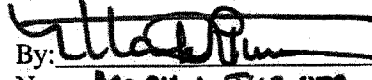
c/o One Source Virtual HR, Inc.  
5601 North Macarthur Blvd., Suite 100  
Irving, Texas 75038  
Attn: Ms. Melinda Lawrence  
Fax: [ ]  
Email: mlawrence@onesourcevirtual.com

GRANTOR:

ONE SOURCE VIRTUAL HR, INC.

By:   
Name: MARK L. TURNER  
Title: SEC-TRES

ONE SOURCE CANADA HOLDINGS LLC

By:   
Name: MARK L. TURNER  
Title: SEC-TRES

Address of Bank:

14185 Dallas Parkway, Suite 780  
Dallas, Texas 75254  
Attn: Jennifer Bentley  
Fax: (972) 212-7289  
Email: jbentley@svb.com

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GRANTOR:

Address of Grantor:

c/o One Source Virtual HR, Inc.  
5601 North Macarthur Blvd., Suite 100  
Irving, Texas 75038  
Attn: Ms. Melinda Lawrence  
Fax: (972) 916-9974  
Email: mlawrence@onesourcevirtual.com

ONE SOURCE VIRTUAL HR, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ONE SOURCE CANADA HOLDINGS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

14185 Dallas Parkway, Suite 780  
Dallas, Texas 75254  
Attn: Jennifer Bentley  
Fax: (972) 212-7289  
Email: jbentley@svb.com

SILICON VALLEY BANK

By: Jennifer Bentley  
Name: Jennifer Bentley  
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
None			

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
System and method for service provision in a multi-tenant environment	14081002	November 15, 2013	One Source Virtual HR, Inc.
Identifying and formatting data for data migration	14081118	November 15, 2013	One Source Virtual HR, Inc.



EXHIBIT C

Trademarks


<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
ONESOURCE VHR	77607986	3956404	05-10-2011	One Source Virtual HR, Inc.
ONESOURCE VIRTUAL	85554356	n/a	12-20-2013	One Source Virtual HR, Inc.
	85554351	n/a	12-20-2013	One Source Virtual HR, Inc.
PAYROLL ATMOSPHERE	85506816	n/a	12-18-2013	One Source Virtual HR, Inc.
INABLE	85949870	n/a	10-01-2013	One Source Virtual HR, Inc.

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
None			

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