

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483058

|   |   |                       |                       |
|---|---|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                       | <b>Execution Date</b> | <b>Entity Type</b>    |
| SaaS Capital Funding II, LLC  |   | 07/23/2018            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                       |
| <b>Name:</b>  | CLEARCOMPANY, LLC                                     |                       |                       |
| <b>Street Address:</b>  | 200 Clarendon Street, 49th Floor                      |                       |                       |
| <b>City:</b>  | Boston  |                       |                       |
| <b>State/Country:</b>   | MASSACHUSETTS   |                       |                       |
| <b>Postal Code:</b>   | 02116   |                       |                       |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                   |                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                       |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4549062   | CLEAR COMPANY         |                       |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                       |
| <b>Fax Number:</b>  |   |                       |                       |
| <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>   | 212-318-6532  |                       |                       |
| <b>Email:</b>   | alanagramer@paulhastings.com                          |                       |                       |
| <b>Correspondent Name:</b>  | Alana Gramer  |                       |                       |
| <b>Address Line 1:</b>  | c/o Paul Hastings LLP                                 |                       |                       |
| <b>Address Line 2:</b>  | 200 Park Avenue, 28th Floor                           |                       |                       |
| <b>Address Line 4:</b>  | NEW YORK, NEW YORK 10166                              |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | ALANA GRAMER  |                       |                       |
| <b>SIGNATURE:</b>   | /s/ AG  |                       |                       |
| <b>DATE SIGNED:</b>   | 07/23/2018  |                       |                       |
| <b>Total Attachments: 6</b>   |   |                       |                       |
| source=ClearCompany - IP Security Interest Release#page1.tif  |   |                       |                       |
| source=ClearCompany - IP Security Interest Release#page2.tif  |   |                       |                       |
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Release") is dated as of July 23, 2018 and delivered by SaaS Capital Funding II, LLC, in its capacity as Lender under the Loan and Security Agreement referred to below (in such capacity, the "Lender"), in favor of CLEARCOMPANY, LLC, a Delaware limited liability company and successor by conversion to ClearCompany, Inc., a Delaware corporation (formerly known as HRMDirect Inc.) (the "Grantor"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement (as defined below) or the IP Security Agreement (as defined below).

**WHEREAS**, pursuant to that certain Loan and Security Agreement, dated as of June 12, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor and Lender, in order to secure payments of certain Obligations, the Grantor was required to execute and deliver a Patent, Trademark and Copyright Security Agreement, dated as of June 12, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") and pursuant thereto the Grantor pledged and granted to Lender, as grantee thereunder, a first priority security interest in all of the Grantor's right, title and interest in, to and under its Patents, Trademarks, Trade Secrets and Copyrights, including without limitation those Patents, Trademarks and Copyrights listed on Schedules I, II and III, respectively, hereto, and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively, the "Intellectual Property").

**WHEREAS**, pursuant to the IP Security Agreement, (i) a security interest in the Trademarks was recorded with the United States Patent and Trademark Office on June 12, 2015 at Reel/Frame 005551/0643, and (ii) a security interest in the Patents was recorded with the United States Patent and Trademark Office on June 12, 2015 at Reel/Frame 035899/0758.

**WHEREAS**, Lender acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property.

**NOW, THEREFORE**, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property, terminates the IP Security Agreement, and retransfers and reassigns to the Grantor without representation or warranty of any kind, express or implied, free and clear of any claims by Lender, all right, title or interest of Lender in, to or under the Intellectual Property of the Grantor.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Lender has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

SAAS CAPITAL FUNDING II, LLC  
as Lender

By:   
Name:  
Title:

**Schedule I**  
**Trademark**

| <b>Trademark</b> | <b>Serial No.</b> | <b>Registration No.</b> | <b>Filing Date</b> | <b>Registration Date</b> |
|------------------|-------------------|-------------------------|--------------------|--------------------------|
| Clear<br>Company | 85938709          | 4549062                 | May 21,2013        | June 10, 2014            |

**Schedule II**  
**Patents**

| <b>Patent Title</b>   | <b>Type</b>    | <b>Application No.</b> | <b>Publication No.</b> | <b>Filing Date</b> | <b>Issue Date</b> |
|---|----------------|------------------------|------------------------|--------------------|-------------------|
| METHODS AND SYSTEMS FOR UNDERSTANDING THE ALLOCATION OF RESOURCES TO GOALS  | US Utility     | 14/312,734             | 2015/0006214           | June 24, 2014      | n/a               |
| Methods and Systems for Applying a Continuous Improvement Process to Talent | US Provisional | 62/055,711             | n/a                    | September 26, 2014 | n/a               |

**Schedule III**  
**Copyrights**

None.