

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487673

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeWorks US Inc.		08/24/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as Agent		
Street Address:	500 Place D'Armes, 27th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3156278	LIFEBALANCE	
Registration Number:	4274117	LIFEBALANCE	
Registration Number:	1900828	LIFEWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	emily.klump@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Emily Klump		
SIGNATURE:	/Emily Klump/		
DATE SIGNED:	08/27/2018		
Total Attachments: 8			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LifeWorks US Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 24, 2018

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: National Bank of Canada, as Agent

Street Address: 500 Place d'Armes, 27th Floor

City: Montreal

State: Quebec

Country: Canada Zip: H2Y 2W3

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) Text

None

B. Trademark Registration No.(s)

3155275; 4374117; 1900828

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4271086

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  for Chapman and Cutler LLP

Signature

August 24, 2018

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 24th day of August, 2018, LIFEWORKS US INC., a Delaware corporation (“*Debtor*”) with its principal place of business and mailing address at 201 17th Street NW, Suite 630, Atlanta, Georgia 30363, hereby acknowledges, assigns, mortgages and pledges to NATIONAL BANK OF CANADA, a chartered bank incorporated under the laws of Canada (“*NBC*”), with its mailing address at 500 Place d’Armes, 27th Floor, Montreal, Quebec H2Y 2W3 Canada, acting as administrative agent hereunder for the Lenders as defined in the Security Agreement referred to below, and its successors and assigns (NBC acting as such administrative agent and any successor or assign to NBC acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Lenders a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Security Agreement dated as of June 2, 2008 between Debtor and Agent, as the same has been and may hereafter be amended, modified, supplemented or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, the security interest created under this Trademark Collateral Agreement shall not extend to, and the term “Trademark Collateral” shall not include, and the security interest granted herein shall not attach, to any United States trademark subject to an application filed based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”). When a Statement of Use is filed and accepted by the United States Patent and Trademark Office for an Intent-to-Use Application, then that Intent-to-Use Application shall cease to be partly exempted from this Trademark Collateral Agreement.

Notwithstanding anything herein to the contrary, the security interest with respect to the Trademark Collateral constitutes a security interest in, and a charge and pledge of, such Trademark Collateral in favour of the Agent for the benefit of the Lenders, but does not constitute an assignment of such Trademark Collateral to the Agent or any Lender.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

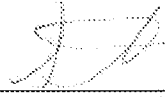
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.


This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

LIFEWORKS US INC.

By 
Name Stephen Liptrap
Title President & Chief Executive Officer

By 
Name Scott Milligan
Title EVP & Chief Financial Officer

Accepted and agreed to as of the date and year last above written.

NATIONAL BANK OF CANADA, AS AGENT

By _____
Name _____
Title _____

By _____
Name _____
Title _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

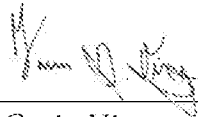
LIFEWORKS US INC.

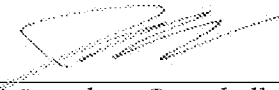
By _____
Name _____
Title _____

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

NATIONAL BANK OF CANADA, AS AGENT

By  _____
Name Gavin Virgo
Title Vice President

By  _____
Name Jonathan Campbell
Title Director

**SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT**

LifeWorks US Inc. registered Canadian Trademarks

Trademark	Owners & Status	Details
LifeBalance	LifeWorks US Inc. Classes 35,45 Registration No. TMA714789 Registration Date: April 21, 2008 Expiration Date: April 21, 2023 Application No. 1255858 File Date: April 25, 2005	(1) Referrals in the fields of child care, elder care, pet care, consumer issues, financial issues, and home repairs; counseling services rendered to individuals to help manage the responsibilities of work; counseling services rendered to individuals to help manage the responsibilities of life.
LifeBalance	LifeWorks US Inc. Class 9 Registration No. TMA879199 Registration Date: June 2, 2014 Expiration Date: June 2, 2029 Application No. 1,557,799 File Date: December 23, 2011	(1) Downloadable periodic electronic newsletters in the field of general interest, namely, achieving financial goals, good health, excellent family care and success at work; audio recordings, namely, MP3 files featuring topics of general interest, namely, achieving financial goals, good health, excellent family care and success at work; and downloadable podcasts in the field of general interest, namely, achieving financial goals, good health, excellent family care and success at work.
LifeWorks	LifeWorks US Inc. Class 36 Registration No. TMA528356 Registration Date: April 25, 2000 Expiration Date: April 25, 2030 Application No. 0826688 File Date: October 23, 1996	(1) Consulting, counselling and resource advisory services with respect to family issues and with respect to family and work related issues.
LifeWorks OneSource	LifeWorks US Inc. Class 35,41,42,44, 45 Registration No. TMA722249 Registration Date: August 26, 2008 Expiration Date: August 26, 2023 Application No. 1060740 File Date: May 26, 2000	(1) Advisory and information services relating to personnel management and business management; counseling on business matters (2) Financial advisory and information services in the field of family and dependent care issues (3) Arranging and conducting seminars to provide information in the field of family and dependent care issues (4) Advisory and information services relating to family and dependent care issues

Trademark	Owners & Status	Details
		<p>(5) Legal services</p> <p>(6) Legal advisory services</p> <p>(7) Information services namely, counselling in the field of employee assistance programs, family and dependent care issues</p> <p>(8) Referrals in the field of personal finance issues</p> <p>(9) Consultation in the field of family and dependent care issues</p> <p>(10) Providing information in the field of family and dependent care issues</p> <p>(11) Legal consultation services</p> <p>(12) Providing legal information, namely, assessment and referral services for personal legal questions and issues</p> <p>(13) Counseling services in the field of employee assistance programs and family dependent care issues</p>
Mieuxvivre	<p>LifeWorks US Inc.</p> <p>Class 36</p> <p>Registration No. TMA507943</p> <p>Registration Date: February 11, 1999</p> <p>Expiration Date: February 11, 2029</p> <p>Application No. 0864689</p> <p>File Date: December 18, 1997</p>	<p>(1) Consulting, counselling and resource advisory services with respect to family issues and with respect to family and work related issues.</p>

LifeWorks US Inc. registered U.S. Trademarks

Trademark	Owners & Status	Details
LifeBalance	<p>LifeWorks US Inc.</p> <p>Classes 35,41, 45</p> <p>Registration No. 3156278</p> <p>Registration Date: Oct. 17, 2006</p> <p>Expiration Date: S. 9 Renewal deadline opens Oct. 17, 2025</p> <p>Application No. 78506163</p> <p>File Date: Oct. 26, 2004</p>	<p>(1)Referrals in the field of child care, elder care, pet care, consumer issues, financial issues, and home repairs.</p> <p>(2)Counseling services rendered to individuals to help manage the responsibilities of work.</p> <p>(3)Counseling services rendered to individuals to help manage the responsibilities of life.</p>
LifeBalance	<p>LifeWorks US Inc.</p> <p>Classes 35,41, 45</p> <p>Registration No. 4274117</p> <p>Registration Date: Jan. 15, 2013</p> <p>Expiration Date: S. 8 Deadline is Jan. 15, 2019</p>	<p>(1)Downloadable periodic electronic newsletters in the field of general interest, namely, achieving financial goals, good health, excellent family care and success at work; audio recordings featuring topics of general interest, namely, achieving financial goals, good health,</p>

	<p>Application No. 85357140 File Date: Jun. 27, 2011</p>	<p>excellent family care and success at work; and downloadable podcasts in the field of general interest, namely, achieving financial goals, good health, excellent family care and success at work.</p>
LifeWorks	<p>LifeWorks US Inc. Classes 35,41, 45 Registration No. 1900828 Registration Date: Jun. 20, 1995 Expiration Date: S. 9 Renewal deadline opens Jun. 20, 2024 Application No. 74459640 File Date: Nov. 18, 1993</p>	<p>(1)Clearing house and advisory services featuring information to business clients' employees and their families regarding family and dependent care issues. (2)Telephone consultation, namely advisory services relative to family and dependent care issues.</p>