

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMCHECK NATIONAL FRANCHISE CORPORATION		09/14/2018	Corporation: ARIZONA
SIMPLIFIED BUSINESS SOLUTIONS, INC.		09/14/2018	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 Tasman Drive		
Internal Address:	HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3039318	AMCHECK	
Registration Number:	3622448	AMERICA'S WAY TO PAY	
Registration Number:	4694664	EMPHASYS	
Registration Number:	5106819	YOUR HUMAN CAPITAL PARTNER	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F179347 TM		
NAME OF SUBMITTER:	Andrew Nash		

OP \$115.00 3039318

SIGNATURE:	/Andrew Nash/
DATE SIGNED:	09/14/2018
Total Attachments: 5 source=Closing Copy - E.4.-Trademark Security Agreement - Infinisource#page1.tif source=Closing Copy - E.4.-Trademark Security Agreement - Infinisource#page2.tif source=Closing Copy - E.4.-Trademark Security Agreement - Infinisource#page3.tif source=Closing Copy - E.4.-Trademark Security Agreement - Infinisource#page4.tif source=Closing Copy - E.4.-Trademark Security Agreement - Infinisource#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of September 14, 2018, is entered into by and among the Grantors listed on the signature pages hereto (each and collectively, the “Grantor”) and SILICON VALLEY BANK (the “Agent”), as Administrative Agent pursuant to (i) that certain Second Amended and Restated Guarantee and Collateral Agreement, dated as of September 14, 2018 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Agent, Grantor and certain of the Grantor’s affiliates, and (ii) that certain Second Amended and Restated Credit Agreement, dated as of September 14, 2018 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among, among others, the Grantor, the Agent, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Agent a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Agent hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Agent pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than intent-to-use applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the federally registered trademarks and applications for registration referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Agent under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Agent, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

Address of Agent:

275 Grove Street
Newton, Massachusetts 02466
Attention: Mr. Jordan Samiljan

AGENT:

SILICON VALLEY BANK,

By: _____
Name: *Jordan Samiljan*
Title: *VP, Credit*

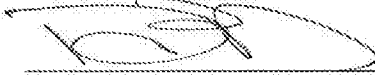
[Signature Page to Trademark Security Agreement]

Address of Grantors:

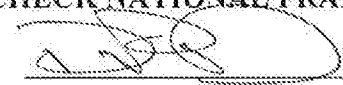
5030 East Sunrise Drive
Phoenix, AZ 85044

GRANTORS:

SIMPLIFIED BUSINESS SOLUTIONS, INC.

By: 
Name: David Dawson
Title: Chief Executive Officer

AMCHECK NATIONAL FRANCHISE CORPORATION

By: 
Name: David Dawson
Title: Chief Executive Officer

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

Grantor	Trademark	Jurisdiction	Registration #	Registration Date
Simplified Business Solutions, Inc.	AMCHECK	U.S.	3039318	1/10/2006
Simplified Business Solutions, Inc.	America's Way to Pay	U.S.	3622448	3/3/2009
AmCheck National Franchise Corporaiton	EMPHASYS	U.S.	4694664	3/3/2015
AmCheck National Franchise Corporation	YOUR HUMAN CAPITAL PARTNER	U.S.	5106819	12/20/2016

Applications of Registration of Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
None			

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