

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529624

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Namely, Inc.		06/27/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Golub Capital LLC, as Agent		
<b>Street Address:</b>	100 South Wacker Drive		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4472288	NAMELY	
<b>Registration Number:</b>	4299060	NAMELY	
<b>Registration Number:</b>	4299061	NAMELY	
<b>Registration Number:</b>	4795460	NAMELY	
<b>Registration Number:</b>	4795461	NAMELY	
<b>Registration Number:</b>	5120487	HR FOR HUMANS	
<b>Registration Number:</b>	5674390	HR REDEFINED	
<b>Registration Number:</b>	5245104	N	
<b>Serial Number:</b>	88234854	#SPEAKHERMIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	355 South Grand Avenue		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	053644-0205		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		

OP \$240.00 4472288

<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	06/27/2019
<b>Total Attachments: 8</b> source=Namely - Intellectual Property Security Agreement Executed#page1.tif source=Namely - Intellectual Property Security Agreement Executed#page2.tif source=Namely - Intellectual Property Security Agreement Executed#page3.tif source=Namely - Intellectual Property Security Agreement Executed#page4.tif source=Namely - Intellectual Property Security Agreement Executed#page5.tif source=Namely - Intellectual Property Security Agreement Executed#page6.tif source=Namely - Intellectual Property Security Agreement Executed#page7.tif source=Namely - Intellectual Property Security Agreement Executed#page8.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, "Agreement"), dated as of June 27, 2019, is made by Namely, Inc., a Delaware corporation, and each Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of Golub Capital LLC in its capacity as administrative agent ("Agent") for the Lenders (as defined below).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement with certain financial institutions party thereto (the "Lenders") and Agent, in its capacity as administrative agent for itself and the Lenders, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent for its benefit and the benefit of the Lenders 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products, now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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");

(g) 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any Excluded Property.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral (but not including any Excluded Property) which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral (but not including any Excluded Property).

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Agent's express prior written consent, and any such attempted assignment shall be void and of no effect.

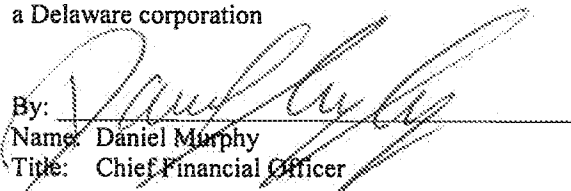
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[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.

**GRANTOR:**

**NAMELY, INC.,**  
a Delaware corporation


By:   
Name: Daniel Murphy  
Title: Chief Financial Officer

**NAMELY EMPLOYEE BENEFITS, LLC,**  
a Delaware limited liability company

By:   
Name: Daniel Murphy  
Title: Manager

AGENT:

GOLUB CAPITAL LLC,  
as Agent

By:   
Name: Marc C. Robinson  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement (Golub/Namely)]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.



EXHIBIT C

Trademarks

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NAMELY	U.S. Federal	85798452	12/10/2012	4472288	01/21/2014
NAMELY	U.S. Federal	85476109	11/18/2011	4299060	03/05/2013
NAMELY	U.S. Federal	85476115	11/18/2011	4299061	03/05/2013
NAMELY	U.S. Federal	85476113	11/18/2011	4795460	08/18/15
NAMELY	U.S. Federal	85476117	11/18/2011	4795461	08/18/15
HR FOR HUMANS	U.S. Federal	86740772	08/28/15	5120487	01/10/17
HR REDEFINED	U.S. Federal	87958284	06/12/18	5674390	—
NAMELY LOGO	U.S. Federal	87268838	12/14/16	5245104	07/18/17
#SPEAKHER MIND	U.S. Federal	88234854	12/19/2018		

EXHIBIT D

Mask Works

None.