

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM539125

<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>
HealthEquity, Inc.		08/30/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	550 S. Tryon Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28202		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2891716	HEALTHEQUITY	
<b>Registration Number:</b>	5088626	INDEX INVESTOR HSA	
<b>Serial Number:</b>	88094358		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	037216-0040		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/ Angela M. Amaru		
<b>DATE SIGNED:</b>	09/03/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by HealthEquity, Inc. and WageWorks, Inc. (each a “Grantor”) and Wells Fargo Bank, N.A., as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HealthEquity, Inc., a Delaware corporation (the “Borrower”), has entered into a Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 30, 2019, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, the Trademark Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**I. GRANT OF SECURITY.** Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of each Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each Grantor’s Obligations:

1. (i) all U.S. trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto, however, not including any pending “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, and (v) any and all proceeds of the foregoing;

**II. RECORDATION.** Each Grantor authorizes and requests that the Register of Trademarks and any other applicable government officer, as applicable, record this Security Agreement.

**III. EXECUTION IN COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**IV. GOVERNING LAW.** This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

**V. CONFLICT PROVISION.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

**HEALTH EQUITY, INC.**

By: 

Name: Darcy Mott

Title: Executive Vice President, Treasurer and  
Chief Financial Officer

**WAGeworks, INC.**


By: 

Name: Darcy Mott

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**WELLS FARGO BANK, N.A., as Administrative  
Agent**

By:   
Name: Teddy Koch  
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 006734 FRAME: 0910**

**TRADEMARKS**

## Schedule 1

## Trademarks and Trademark Applications

<u>Borrower/Grantor</u>	<u>Title</u>	<u>(Filing Date) / Issued Date</u>	<u>Status</u>	<u>(Application) / Registration No.</u>
HealthEquity, Inc.	HEALTHEQUITY	10/5/2004	Registered	2891716
HealthEquity, Inc.	DOLLAR SIGN & WINGS design	(8/27/2018)	Application	(88094358)
HealthEquity, Inc.	INDEX INVESTOR HSA	11/22/2016	Registered	5088626
WageWorks, Inc.	YEA design	7/15/2014	Registered	4570012
WageWorks, Inc.	WINFLEX	12/5/2000	Registered	2411114
WageWorks, Inc.	WAGeworks EVERYONE BENEFITS	12/9/2014	Registered	4651482
WageWorks, Inc.	YEA design	12/9/2014	Registered	4651473
WageWorks, Inc.	COMMUTER EXPRESS	3/1/2011	Registered	3924508
WageWorks, Inc.	CHOICE STRATEGIES	10/11/2011	Registered	4039843
WageWorks, Inc.	EE*COMMERCE (& Design)	11/27/2001	Registered	2512149
WageWorks, Inc.	EE COMMERCE	12/11/2001	Registered	2516848
WageWorks, Inc.	CONEXIS	1/19/2016	Registered	4887854
WageWorks, Inc.	WAGeworks	3/19/2002	Registered	2549818
WageWorks, Inc.	EZPOP	5/7/2002	Registered	2566650
WageWorks, Inc.	EZ RECEIPTS	5/15/2012	Registered	4141530
WageWorks, Inc.	WAGeworks	3/11/2003	Registered	2695904
WageWorks, Inc.	TAKE CARE Stylized	5/7/2013	Registered	4330082
WageWorks, Inc.	TRANSITCHEK	4/20/2004	Registered	2833943
WageWorks, Inc.	TAKE CARE	8/10/2004	Registered	2872858
WageWorks, Inc.	BENEDIRECT BY WAGeworks	11/6/2018	Registered	5602141
WageWorks, Inc.	BENEDIRECT BY WAGeworks (& Design)	11/6/2018	Registered	5602140
WageWorks, Inc.	FLEXRESERVE	12/25/2018	Registered	5639304
WageWorks, Inc.	TRANSITCHEK QUICKPAY	3/1/2005	Registered	2929355

WageWorks, Inc.	TRANSITCHEK CASHBACK	3/14/2006	Registered	3068708
WageWorks, Inc.	TRANSITCHEK QUICKPAY	9/12/2006	Registered	3143086
WageWorks, Inc.	EVERYONE BENEFITS	6/16/2009	Registered	3639379
WageWorks, Inc.	TAMS	12/29/2009	Registered	3731871
WageWorks, Inc.	TRANSITCHECK	1/28/1992	Registered	1673424
WageWorks, Inc.	HSA ONCALL <sup>1</sup>	(9/19/2018)	Application	(88123805)

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<sup>1</sup> This is an intent-to-use application for which the "Notice of Allowance" was issued on June 4, 2019 and which shall not become Collateral unless and until acceptance by the United States Patent and Trademark Office, of a "Statement of Use" ("SOU"), "Amendment to Allege Use" or similar filing with respect thereto.