

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTLINX SOLUTIONS, LLC		03/04/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AB PRIVATE CREDIT INVESTORS LLC		
Street Address:	500 W. 5TH STREET		
Internal Address:	SUITE 1100		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4933032	SMARTLINX	
Registration Number:	4909405	WORKLINX	
Registration Number:	4914383	PEOPLE. PRODUCTIVITY. POWER.	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	17813.017		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	03/04/2020		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of March 4, 2020 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of in favor of AB Private Credit Investors LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of as the date hereof (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others SLX Acquisitionco, LLC, a Delaware limited liability company (“Buyer” and, prior to the consummation of the Closing Date Acquisition, the “Borrower”), upon consummation of the Closing Date Acquisition, SmartLinx Solutions, LLC, a Delaware limited liability company (“SmartLinx” and as the surviving entity after giving effect to the Closing Date Acquisition, the “Borrower”), SLX Midco, LLC, a Delaware limited liability company (“Holdings”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first-priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of the Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”) to secure the Secured Obligations:

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration and domain names, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;

(b) all Licenses to Trademarks granted to the Pledgor on an exclusive basis, including, without limitation, the Licenses listed on Schedule 1 attached hereto; and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGOR:

SMARTLIX SOLUTIONS, LLC

By: 
Name: Nick Lukens
Title: President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

AB PRIVATE CREDIT INVESTORS LLC,
as Collateral Agent

By: 
Name: Shishir Agrawal
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
SMARTLINX SOLUTIONS, LLC	SMARTLINX	4933032
SMARTLINX SOLUTIONS, LLC	WORKLINX	4909405
SMARTLINX SOLUTIONS, LLC	PEOPLE. PRODUCTIVITY. POWER.	4914383

United States Trademark Applications:

None

Licenses:

1. License Agreement, between Smartlinx Solutions, LLC and bswift LLC, with an effective date of September 10, 2018.
2. Channel Partnership Agreement, between Smartlinx Solutions, LLC and GetHired, Inc., with an effective date of December 8, 2016, as amended by the First Amendment to Channel Partnership Agreement, with an effective date of December 6, 2019.
3. Master Subscription Agreement, between Smartlinx Solutions, LLC and Zuora, Inc., dated December 31, 2016.
4. Product Services Agreement, between Smartlinx Solutions, LLC and Pendo.io, Inc., with an effective date September 25, 2018, as amended by the First Amendment to the Product Services Agreement, with an effective date of December 9, 2019.
5. Referral Agreement, between Smartlinx Solutions, LLC and DailyPay, Inc., dated July 23, 2018.
6. Data License Agreement, between Smartlinx Solutions, LLC and Definitive Healthcare LLC, dated January 4, 2017, as amended by the Amendment No. 1 to Data License Agreement, dated January 8, 2018, Amendment No. 2 to Data License Agreement, dated January 3, 2019, and Amendment No. 3 to Data License Agreement, dated December 13, 2019.