

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEHAVE HOLDINGS, LLC		12/22/2020	Limited Liability Company: DELAWARE
DHR, ACQUISITION CO.		12/22/2020	Corporation: DELAWARE
DATIS HR CLOUD, INC.		12/22/2020	Corporation: DELAWARE
WI ACQUISITION, LLC		12/22/2020	Limited Liability Company: DELAWARE
WELLIGENT, LLC		12/22/2020	Limited Liability Company: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Registration Number:	5587510	WELLIGENT MESSENGER	
Registration Number:	5587511	WELLIGENT MESSENGER	
Registration Number:	5321575	WELLIGENT EXPRESS	
Registration Number:	5321449	WELLIGENT CONNECT	
Registration Number:	5052993	WELLIGENT	
Registration Number:	5052951	WHEREVER YOU ARE.	
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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		

OP \$165.00 5587510

Correspondent Name: Joanna McCall
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: 1307022

NAME OF SUBMITTER: Alicia Vellante

SIGNATURE: /Alicia Vellante/

DATE SIGNED: 12/22/2020

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 22, 2020 by and between the Grantors listed on the signature page hereto (collectively, the “**Grantor**”) and **SILICON VALLEY BANK**, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “**Administrative Agent**”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of December 22, 2020, by and among **BEHAVE HOLDINGS, LLC**, a Delaware limited liability company (“**Holdings**”), **DHR, INTERMEDIATE CO.**, a Delaware corporation (“**Datis Intermediate**” and, together with Holdings, the “**Guarantors**”), **DHR, ACQUISITION CO.**, a Delaware corporation (“**Datis Purchaser**”), **DATIS HR CLOUD, INC.**, a Delaware corporation (“**Datis**” and together with Datis Purchaser, jointly and severally, individually and collectively, the “**Datis Borrower**”), **WI ACQUISITION, LLC**, a Delaware limited liability company (“**Welligent Purchaser**”), **WELLIGENT, LLC**, a Virginia limited liability company (“**Welligent**” and together with Welligent Purchaser, jointly and severally, individually and collectively, the “**Welligent Borrower**” and together with the Datis Borrower, jointly and severally, individually and collectively, the “**Borrower**” and, together with the Guarantors, the “**Loan Parties**” and each a “**Loan Party**”), the several Lenders party thereto from time to time, the Administrative Agent, and Silicon Valley Bank, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “**Credit Agreement**”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Guarantee and Collateral Agreement**”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.


THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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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:


BEHAVE HOLDINGS, LLC

By: 
Name: Chelsea Stoner
Title: President


DHR, ACQUISITION CO.

By: 
Name: Chelsea Stoner
Title: President


DATIS HR CLOUD, INC.

By: 
Name: Chelsea Stoner
Title: Vice President

WI ACQUISITION, LLC

By: 
Name: Chelsea Stoner
Title: President

WELLIGENT, LLC

By: 
Name: Chelsea Stoner
Title: Vice President

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,

By: 

Name: John Karakelle

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007143 FRAME: 0199

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Registered Trademarks

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
USA	5,587,510	10/16/18	8/3/17	Welligent, LLC	Welligent Messenger
USA	5,587,511	10/16/18	8/3/17	Welligent, LLC	WELLIGENT MESSENGER
USA	5,321,575	10/31/17	2/21/17	Welligent, LLC	WELLIGENT EXPRESS
USA	5,321,449	10/31/17	2/6/17	Welligent, LLC	WELLIGENT CONNECT
USA	5,052,993	10/4/16	11/5/15	Welligent, LLC	WELLIGENT
USA	5,052,951	10/4/16	10/27/15	Welligent, LLC	WHEREVER YOU ARE

Pending Trademark Applications

None.

ny-2029534