

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617528

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Peopable Holdings, LLC | | 12/29/2020 | Limited Liability Company: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Resolute Capital Partners Fund IV, L.P. | | |
| Street Address: | 20 Burton Hills Blvd., Suite 430 | | |
| City: | Nashville | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37215 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88813436 | PEOPABLE | |
| Serial Number: | 88816295 | PEOPABLE COMPREHENSIVE WORKFORCE MANAGEM | |
| Serial Number: | 88816282 | | |
| Serial Number: | 90064024 | COMPREHENSIVE WORKFORCE MANAGEMENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6152483010 | | |
| <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: | (615) 252-3552 | | |
| Email: | mward@bradley.com | | |
| Correspondent Name: | Mary Ward | | |
| Address Line 1: | 1600 Division Street Suite 700 | | |
| Address Line 4: | Nashville, TENNESSEE 37203 | | |
| NAME OF SUBMITTER: | Mary Ward | | |
| SIGNATURE: | /Mary Ward/ | | |
| DATE SIGNED: | 12/30/2020 | | |
| Total Attachments: 4 | | | |
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**SUPPLEMENTAL GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Supplemental Grant") is made effective as of December 29, 2020, by and from **PEOPABLE HOLDINGS, LLC**, a Missouri limited liability company (the "Grantor"), to and in favor of **RESOLUTE CAPITAL PARTNERS FUND IV, L.P.**, a Delaware limited partnership (the "Grantee").

WHEREAS, Grantor, SCP Tandem Middle Intermediate Holdings, LLC, a Delaware limited liability company ("Holdings"), SCP Tandem Lower Intermediate Holdings, LLC, a Delaware limited liability company ("Opco"), certain other subsidiaries of Opco (the "Borrowers" as defined in the Loan Agreement), and the Grantee are parties to that certain Loan Agreement dated as of December 29, 2020 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WHEREAS, Grantor has entered into that certain Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the Trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Supplemental Grant is being executed in conjunction with the grant of the security interest to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Supplemental Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meaning given to them in the Loan Agreement.

2. The Security Interest.

(a) This Supplemental Grant is made to secure the performance and payment of all the Obligations. Upon the payment in full of all Obligations, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Supplemental Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (i) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (ii) all proceeds of the Trademarks, (iii) the goodwill associated with such Trademarks and (iv) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3. Counterparts. This Supplemental Grant may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


4. Governing Law. This Supplemental Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

IN WITNESS WHEREOF, the Grantor has executed this Supplemental Grant effective as of the date first written above.

"Grantor"


Peopable Holdings, LLC, a Missouri limited liability company

By:



Ryan Kelley, Chairman

Exhibit A

| Grantor | Trademark | Registration No. | Registration Date |
|------------------------|---|------------------|----------------------------|
| Peopable Holdings, LLC | <u>PEOPABLE</u> | SN: 88813436 | October 6, 2020 |
| Peopable Holdings, LLC | <u>PEOPABLE COMPREHENSIVE WORKFORCE MANAGEMENT</u> | SN: 88816295 | October 6, 2020 |
| Peopable Holdings, LLC | <u>Design Only</u>  | SN: 88816282 | October 6, 2020 |
| Peopable Holdings, LLC | <u>COMPREHENSIVE WORKFORCE MANAGEMENT</u> | SN: 90064024 | July 21, 2020 (Pending) |