

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617921

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUMANITY.COM LLC	FORMERLY Humanity.com Inc.	12/31/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as administrative agent
Street Address:	245 Park Avenue
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3878994	SHIFTPLANNING
Registration Number:	4688735	FROM HIRE TO RETIRE
Registration Number:	4684675	EMBRACE YOUR POTENTIAL
Registration Number:	4567662	
Registration Number:	4594522	HUMANITY
Serial Number:	90029985	SMARTER SCHEDULES HAPPIER EMPLOYEES
Serial Number:	90322844	SHIFTPLANNING
Registration Number:	5014388	SCHEDULE WITH A SMILE
Registration Number:	4924634	ALL IN ONE HR
Registration Number:	5014378	BEAUTIFULLY SIMPLE

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Linda Oh

Address Line 1: Weil, Gotshal & Manges LLP

CH \$265.00 3878994

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: Lindo Oh - 76938.0004

NAME OF SUBMITTER: Linda Oh

SIGNATURE: /Linda Oh/

DATE SIGNED: 12/31/2020

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2020 (this "Trademark Security Agreement"), by and among the Grantor party hereto and Ares Capital Corporation, as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Pledge and Security Agreement, dated as of August 30, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), by and among TCP Hawker Intermediate LLC, a Delaware limited liability company (as successor borrower to TimeClock Plus, LLC, the "Borrower"), DMI Intermediate, LLC, a Delaware limited liability company ("Holdings"), each of the other Grantors from time to time party thereto and Ares Capital Corporation, in its capacity as administrative agent and collateral agent for the Secured Parties (the "Administrative Agent").

The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement, dated as of August 30, 2019 (as amended by that certain First Amendment to Credit Agreement, dated as of September 2, 2020, that certain Second Amendment to Credit Agreement, dated as of December 1, 2020 and as further amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent.

The Grantor party hereto will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Trademark Security Agreement in order to induce the Lenders to extend, and maintain the extension of, such credit. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the Credit Agreement. The rules of construction specified in Article 1 of the Credit Agreement also apply to this Agreement.

Section 2. Notice and Confirmation of Grant of Security Interest. As security for the payment or performance, as the case may be, in full when due of the Secured Obligations, the Grantor party hereto, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and continuing lien on, all of the Grantor's right, title and interest in and to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the

Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, all registration and recording applications filed in connection therewith in the USPTO, including those listed on Schedule I hereto, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and all goodwill connected with the use thereof and symbolized thereby, all claims for, and rights to sue for, past or future infringement of any of the foregoing, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing; provided that the grant of security interest shall not include any foreign Intellectual Property or any "intent-to-use" Trademark applications to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such application, or any registration issuing therefrom under the applicable federal law, provided that upon submission to the USPTO of an amendment to allege use or a statement of use with respect to such application pursuant to 15 U.S.C. Section 1051, et seq. (or any successor provisions), such application shall immediately become part of the Trademark Collateral.

Section 3. Termination. This Trademark Security Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. The security interest granted hereby shall automatically terminate under the conditions and to the same extent set forth in Section 6.12 of the Security Agreement. The Administrative Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Grantor party hereto instruments, in writing and in recordable form, effecting or evidencing such termination and releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement. Additionally, upon such termination or release, the Administrative Agent shall reasonably cooperate with any efforts made by the Grantor to record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Trademark Security Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor party hereto hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Governing Law. The terms of Section 10.15 of the Credit Agreement with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

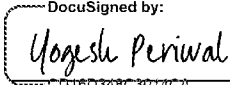
Section 6. Purpose. This Trademark Security Agreement has been executed and delivered by the Grantor party hereto for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Trademark Security Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which together shall constitute a single contract. Delivery by facsimile or electronic transmission of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The Administrative Agent may also require that any such documents and signatures delivered by facsimile or electronic transmission be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by facsimile or electronic transmission.

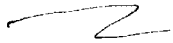
[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

HUMANITY.COM LLC



By:  _____
Name: Yogesh Periwal
Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

Schedule I

U.S. Trademarks and Trademark Applications

Trademark	Country	Application Date	Application Number	Registration Date	Registration Number	Owner Name
SHIFTPLANNING & Design 	USA	2/10/2010	77/932583	11/23/2010	3878994	Humanity.com Inc. (N.K.A. Humanity.com LLC)
FROM HIRE TO RETIRE	USA	7/15/2014	86/338251	2/17/2015	4688735	Humanity.com Inc. (N.K.A. Humanity.com LLC)
EMBRACE YOUR POTENTIAL	USA	7/3/2014	86/328220	2/10/2015	4684675	Humanity.com Inc. (N.K.A. Humanity.com LLC)
Symbol/image 	USA	12/2/2013	86/133041	7/15/2014	4567662	Humanity.com Inc. (N.K.A. Humanity.com LLC)
HUMANITY	USA	11/27/2013	86/131356	8/26/2014	4594522	Humanity.com Inc. (N.K.A. Humanity.com LLC)
SMARTER SCHEDULES HAPPIER EMPLOYEES	USA	7/1/2020	90/029985			Humanity.com Inc. (N.K.A. Humanity.com LLC)
SHIFTPLANNING	USA	11/16/2020	90/322844			Humanity.com Inc. (N.K.A. Humanity.com LLC)
SCHEDULE WITH A SMILE	USA	7/28/2015	86/707643	8/2/2016	5014388	Humanity.com Inc. (N.K.A. Humanity.com LLC)
ALL IN ONE HR	USA	7/28/2015	86/707648	3/22/2016	4924634	Humanity.com Inc. (N.K.A. Humanity.com LLC)
BEAUTIFULLY SIMPLE	USA	7/25/2015	86/704762	8/2/2016	5014378	Humanity.com Inc. (N.K.A. Humanity.com LLC)