

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tandem HR, LLC		12/29/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Sunflower Bank, N.A.		
Street Address:	P.O. Box 800		
City:	Salina		
State/Country:	KANSAS		
Postal Code:	67402-0800		
Entity Type:	National Banking Association: KANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90350623	PEOPLEHUB	
Serial Number:	90350620	TANDEM PEOPLEHUB	
CORRESPONDENCE DATA			
Fax Number:	5025876391		
<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:	502-779-5829		
Email:	twright@stites.com		
Correspondent Name:	Stites & Harbison PLLC		
Address Line 1:	400 West Market Street		
Address Line 2:	Suite 1800		
Address Line 4:	Louisville, KENTUCKY 40202-3352		
NAME OF SUBMITTER:	francine m vanaelst		
SIGNATURE:	/Francine VanAelst/		
DATE SIGNED:	01/04/2021		
Total Attachments: 4			
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OP \$65.00 90350623

**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 **TANDEM HR, LLC**, an Illinois limited liability company (the "Grantor"), to and in favor of **SUNFLOWER BANK, N.A.**, a national banking association (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.

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

"Grantor"

Tandem HR, LLC, an Illinois limited liability company

By: 
Ryan Kelley, Chairman

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.

Exhibit A

Grantor	Trademark	Registration No.	Registration Date
TandemHR, LLC	PEOPABLEHUB	SN: 90350623	December 1, 2020
TandemHR, LLC	TANDEM PEOPLEHUB	SN: 90350620	December 1, 2020