

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM632388

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YOURPEOPLE, INC. DBA ZENEFITS		03/15/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FP CREDIT PARTNERS AIV, L.P.		
<b>Street Address:</b>	ONE LETTERMAN DRIVE		
<b>Internal Address:</b>	BUILDING C - SUITE 410		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	EXEMPTED LIMITED PARTNERSHIP: CAYMAN ISLANDS		
<b>Name:</b>	FP CREDIT PARTNERS PHOENIX AIV, L.P.		
<b>Street Address:</b>	ONE LETTERMAN DRIVE		
<b>Internal Address:</b>	BUILDING C - SUITE 410		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	EXEMPTED LIMITED PARTNERSHIP: CAYMAN ISLANDS		
<b>Name:</b>	FP CREDIT PARTNERS, L.P.		
<b>Street Address:</b>	ONE LETTERMAN DRIVE		
<b>Internal Address:</b>	BUILDING C - SUITE 410		
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<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	EXEMPTED LIMITED PARTNERSHIP: CAYMAN ISLANDS		
<b>Name:</b>	FP CREDIT PARTNERS PHOENIX, L.P.		
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<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94129		
<b>Entity Type:</b>	EXEMPTED LIMITED PARTNERSHIP: CAYMAN ISLANDS		

TRADEMARK

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	5008181	CLUBZEN
Registration Number:	5623790	

**CORRESPONDENCE DATA****Fax Number:** 2124552502*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:** (212)455-3605**Email:** ksolomon@stblaw.com**Correspondent Name:** GENEVIEVE DORMENT, ESQ.**Address Line 1:** SIMPSON THACHER & BARTLETT LLP**Address Line 2:** 425 LEXINGTON AVENUE**Address Line 4:** NEW YORK, NEW YORK 10017**ATTORNEY DOCKET NUMBER:** 002974/0011**NAME OF SUBMITTER:** GENEVIEVE DORMENT**SIGNATURE:** /GD/**DATE SIGNED:** 03/16/2021**Total Attachments: 7**

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AMENDED AND RESTATED TRADEMARK SECURITY  
AGREEMENT, dated as of March 15, 2021 (this “Agreement”) among the  
Grantors party hereto (each as “Grantor” and collectively, “Grantors”)  
and the Lenders party hereto (the “Lenders”).

Reference is made to the Trademark Security Agreement, dated as of February 1, 2021 (the “Original Agreement”) among YourPeople Inc. dba Zenefits (the “Borrower”) and the Lenders from time to time party thereto and the Guarantee and Collateral Agreement, dated as of February 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, the Guarantors from time to time party thereto (together with the Borrower, the “Loan Parties”) and the Lenders named therein and any other Lenders from time to time party thereto, as supplemented by the Reaffirmation Agreement, dated as of the date hereof, by and among the Loan Parties and the Lenders from time to time party thereto. Pursuant to the Senior Secured Promissory Note, dated as of February 1, 2021, among the Loan Parties and the Lenders named therein and any other Lenders from time to time party thereto and the Senior Secured Term Loan Facility Amended and Restated Promissory Note, dated as of the date hereof (as amended, restated, supplemented or otherwise modified, the “Note”) among the Loan Parties and the Lenders named therein and any other Lenders from time to time party thereto, the Lenders have severally agreed to make the Loans to the Borrower subject to the terms and conditions set forth therein. The obligations of the Lenders to make such Loans are conditioned upon, among other things, the execution and delivery of this Agreement. The Guarantors are Subsidiaries of the Borrower, will derive substantial benefits from the Loans made to the Borrower pursuant to the Note and are willing to execute and deliver this Agreement in order to induce the Lenders to make such Loans. Accordingly, the parties hereto agree to amend and restate the Original Agreement as follows:

**SECTION 1. Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

**SECTION 2. Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Loan Document Obligations, each Grantor hereby grants to and for the ratable benefit of the Secured Parties (which definition shall include each of the Lenders party hereto), a security interest in all right, title and interest in, to and under all of the following, whether now owned or at any time hereafter acquired by such Grantor, whether now or hereafter existing (collectively, the “Trademark Collateral”):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and registration applications filed in connection therewith, including registrations and registration applications therefor in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill or the Trademarks.

**SECTION 3. Security Agreement.** The security interests granted to the Secured Parties herein are granted in furtherance, and not in limitation of, the security interests granted to the Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**SECTION 4.** This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by Signature Law, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

**SECTION 5. Governing Law.** This Agreement shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of laws principles.

[Signatures Follow]

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

**YOURPEOPLE, INC. DBA ZENEFITS**, a  
Delaware corporation, as Borrower

DocuSigned by:  
*Jay Fulcher*  
By: \_\_\_\_\_  
Name: Jay Fulcher  
Title: Chief Executive Officer

**LENDERS:**

**FP CREDIT PARTNERS AIV, L.P.**

By: FP Credit Partners GP, L.P., its General Partner

By: FP Credit Partners GP Management, LLC, its General Partner



By: \_\_\_\_\_

Name: Scott Eisenberg

Title: Authorized Signatory

**FP CREDIT PARTNERS PHOENIX AIV, L.P.**

By: FP Credit Partners GP, L.P., its General Partner

By: FP Credit Partners GP Management, LLC, its General Partner



By: \_\_\_\_\_

Name: Scott Eisenberg

Title: Authorized Signatory

FP Credit Partners, L.P.

By: FP Credit Partners GP, L.P., its General Partner

By: FP Credit Partners GP Management, LLC, its General Partner

By: 

Name: Scott Eisenberg

Title: Authorized Signatory

*(Signature Page to Trademark Security Agreement)*

**TRADEMARK**

**REEL: 007228 FRAME: 0105**

FP Credit Partners Phoenix, L.P.

By: FP Credit Partners GP, L.P., its General Partner

By: FP Credit Partners GP Management, LLC, its General Partner

By: 

Name: Scott Eisenberg

Title: Authorized Signatory


*(Signature Page to Trademark Security Agreement)*

**TRADEMARK**

**REEL: 007228 FRAME: 0106**



Schedule I  
to Trademark Security Agreement

Name of Registered Owner	Mark	App/Reg No. Filing Date/Reg Date
YourPeople, Inc.;  DBA Zenefits FTW Insurance Services	CLUBZEN	App. No.  86/900,226  Reg. No.  5,008,181  Filed 02/08/2016  Registered 07/26/2016
YourPeople, Inc.;  DBA Zenefits FTW Insurance Services	Zenefits Logo Design  	App. No.  87/616,111  Reg. No.  5,623,790  Filed 09/20/2017  Registered 12/04/2018