

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644271

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ONSHIFT, INC.		04/01/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	One Boston Place, 20th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02108		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88159929	ONSHIFT WALLET	
<b>Serial Number:</b>	88815001	ONSHIFT EMPLOY	
<b>Serial Number:</b>	90237263	ONSHIFT TIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7146686355		
<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>			
<b>Phone:</b>	7146686255		
<b>Email:</b>	sunnyelee@paulhastings.com		
<b>Correspondent Name:</b>	SUNNY E. LEE		
<b>Address Line 1:</b>	695 town center drive, 17th floor		
<b>Address Line 2:</b>	PAUL HASTINGS LLP		
<b>Address Line 4:</b>	costa mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	73896-250 Boyden-Wilson		
<b>NAME OF SUBMITTER:</b>	SUNNY E. LEE		
<b>SIGNATURE:</b>	/s/ Sunny E. Lee		
<b>DATE SIGNED:</b>	05/04/2021		
<b>Total Attachments: 4</b>			
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**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

This **SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**, dated as of April 1, 2021 (this "Supplement"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of August 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and between **ONSHIFT, INC.**, a Delaware corporation (the "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as the administrative agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement.

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 13, 2018 at Reel 6410, Frame 0785.

**WHEREAS**, Grantor and Agent wish to supplement the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby supplemented and amended in the manner set forth on Schedule A attached hereto, and all additional Trademark Collateral set forth on Schedule A shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and shall secure all Secured Obligations.

2. Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Supplement, (b) grants to Agent security interests in all of Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as supplemented and amended by this Supplement, solely with respect to the Trademark Collateral identified on Schedule A attached hereto, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS SUPPLEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

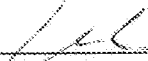
4. This Supplement is a Loan Document. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered as of the date first above written.

GRANTOR:

ONSHIFT, INC., a Delaware corporation

By:   
Name: Mark Woodka  
Title: Chief Executive Officer

[SIGNATURE PAGE TO SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT]

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION**, a  
national banking association

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

Name: Tram Foster

Title: Its Authorized Signatory

**SCHEDULE A**  
**to**  
**SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
OnShift, Inc.	United States	OnShift Wallet	88159929	10/18/2018
OnShift, Inc.	United States	OnShift Employ	88815001	02/28/2020
OnShift, Inc.	United States	OnShift Time	90237263	10/06/2020