

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM679871

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, N.A., as Administrative Agent		10/08/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WageWorks, Inc.		
<b>Street Address:</b>	1100 Park Place		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	San Mateo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94403		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4570012	W	
Registration Number:	2411114	WINFLEX	
Registration Number:	4651482	WAGEWORKS EVERYONE BENEFITS	
Registration Number:	4651473		
Registration Number:	3924508	COMMUTER EXPRESS	
Registration Number:	4039843	CHOICE STRATEGIES	
Registration Number:	2512149	EE*COMMERCE	
Registration Number:	2516848	EE COMMERCE	
Registration Number:	4887854	CONEXIS	
Registration Number:	2549818	WAGEWORKS	
Registration Number:	2566650	EZPOP	
Registration Number:	4141530	EZ RECEIPTS	
Registration Number:	2695904	WAGEWORKS	
Registration Number:	4330082	TAKE CARE	
Registration Number:	2833943	TRANSITCHEK	
Registration Number:	2872858	TAKE CARE	
Registration Number:	5602141	BENEDIRECT BY WAGEWORKS	
Registration Number:	5602140	BENEDIRECT BY WAGEWORKS	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	5639304	FLEXRESERVE
Registration Number:	2929355	TRANSITCHEK QUICKPAY
Registration Number:	3068708	TRANSITCHEK CASHBACK
Registration Number:	3143086	TRANSITCHEK QUICKPAY
Registration Number:	3639379	EVERYONE BENEFITS
Registration Number:	3731871	TAMS
Registration Number:	1673424	TRANSITCHEK

#### CORRESPONDENCE DATA

Fax Number: 2127514864

*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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	037216-0040
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	10/08/2021

#### Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of October 8, 2021 (the “**Effective Date**”), is made by Wells Fargo Bank, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Parties, in favor of HealthEquity, Inc. and WageWorks, Inc. (each, a “**Grantor**” and together, the “**Grantors**”). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of August 30, 2019 (as may have been amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Security Agreement**”), the Grantors executed and delivered that certain Trademark Security Agreement, dated as of August 30, 2019 (the “**Trademark Security Agreement**”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in and to all of such Grantor’s right, title and interest in and to the following (the “**Trademark Collateral**”):

(i) all U.S. trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto, however, not including any pending “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present or future infringements and other violations thereof, (iii) all income, royalties, damages and other payments then and thereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, and (v) any and all proceeds of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (“**USPTO**”) on September 3, 2019 at Reel/Frame 6734/0905 for HealthEquity, Inc. and at Reel/Frame 6734/0897 for WageWorks, Inc.; and

WHEREAS, the Grantors have requested that the Administrative Agent executes and delivers this Release to evidence the release of the Security Interest in the Trademark Collateral for recordation with the USPTO.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent, without any representation, warranty or recourse of any kind or nature, hereby (i) terminates the Trademark Security Agreement, (ii) releases, discharges and terminates the Security Interest in the

Trademark Collateral, and (iii) re-assigns to the Grantors (as applicable) any right, title or interest the Administrative Agent may have in or to the Trademark Collateral.

Each Grantor or any person or entity hereafter having any right, title or interest (including a security interest) in or to the Trademark Collateral (or any of their respective designees) is hereby authorized to file this release for recordation in the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized representative as of the Effective Date.

WELLS FARGO BANK, N.A., as  
Administrative Agent

By: 

Name: Darin Mullis

Title: Managing Director

SCHEDULE I

<u>Borrower/Grantor</u>	<u>Title</u>	<u>(Filing Date) / Issued Date</u>	<u>Status</u>	<u>(Application) / Registration No.</u>
HealthEquity, Inc.	HEALTHEQUITY	10/5/2004	Registered	2891716
HealthEquity, Inc.	DOLLAR SIGN & WINGS design	(8/27/2018)	Application	(88094358)
HealthEquity, Inc.	INDEX INVESTOR HSA	11/22/2016	Registered	5088626
WageWorks, Inc.	YEA design	7/15/2014	Registered	4570012
WageWorks, Inc.	WINFLEX	12/5/2000	Registered	2411114
WageWorks, Inc.	WAGeworks EVERYONE BENEFITS	12/9/2014	Registered	4651482
WageWorks, Inc.	YEA design	12/9/2014	Registered	4651473
WageWorks, Inc.	COMMUTER EXPRESS	3/1/2011	Registered	3924508
WageWorks, Inc.	CHOICE STRATEGIES	10/11/2011	Registered	4039843
WageWorks, Inc.	EE*COMMERCE (& Design)	11/27/2001	Registered	2512149
WageWorks, Inc.	EE COMMERCE	12/11/2001	Registered	2516848
WageWorks, Inc.	CONEXIS	1/19/2016	Registered	4887854
WageWorks, Inc.	WAGeworks	3/19/2002	Registered	2549818
WageWorks, Inc.	EZPOP	5/7/2002	Registered	2566650
WageWorks, Inc.	EZ RECEIPTS	5/15/2012	Registered	4141530
WageWorks, Inc.	WAGeworks	3/11/2003	Registered	2695904
WageWorks, Inc.	TAKE CARE Stylized	5/7/2013	Registered	4330082
WageWorks, Inc.	TRANSITCHEK	4/20/2004	Registered	2833943
WageWorks, Inc.	TAKE CARE	8/10/2004	Registered	2872858
WageWorks, Inc.	BENEDIRECT BY WAGeworks	11/6/2018	Registered	5602141
WageWorks, Inc.	BENEDIRECT BY WAGeworks (& Design)	11/6/2018	Registered	5602140
WageWorks, Inc.	FLEXRESERVE	12/25/2018	Registered	5639304
WageWorks, Inc.	TRANSITCHEK QUICKPAY	3/1/2005	Registered	2929355

WageWorks, Inc.	TRANSITCHEK CASHBACK	3/14/2006	Registered	3068708
WageWorks, Inc.	TRANSITCHEK QUICKPAY	9/12/2006	Registered	3143086
WageWorks, Inc.	EVERYONE BENEFITS	6/16/2009	Registered	3639379
WageWorks, Inc.	TAMS	12/29/2009	Registered	3731871
WageWorks, Inc.	TRANSITCHECK	1/28/1992	Registered	1673424
WageWorks, Inc.	HSA ONCALL <sup>1</sup>	(9/19/2018)	Application	(88123805)

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<sup>1</sup> This is an intent-to-use application for which the "Notice of Allowance" was issued on June 4, 2019 and which shall not become Collateral unless and until acceptance by the United States Patent and Trademark Office, of a "Statement of Use" ("SOU"), "Amendment to Allege Use" or similar filing with respect thereto.