

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthEquity, Inc.		10/08/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6366423	HEALTH SAVINGS SCORE	
Registration Number:	5906418		
Registration Number:	5088626	INDEX INVESTOR HSA	
Registration Number:	2891716	HEALTH EQUITY	
Serial Number:	90359415	BALANCE BOOSTER	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932622		
Email:	gayle.grocke@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0096		
NAME OF SUBMITTER:	Gayle D. Grocke		
SIGNATURE:	/gdg/		
DATE SIGNED:	10/08/2021		

CH \$140.00 6366423

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by HealthEquity, Inc., a Delaware corporation, WageWorks, Inc., a Delaware corporation, and Fort Effect Corp., a Washington corporation (each a “Grantor” and, collectively the “Grantors”) and JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HealthEquity, Inc., a Delaware corporation (the “Borrower”), has entered into a Credit Agreement, dated as of October 8, 2021 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of October 8, 2021, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has granted a security interest in certain property, including, without limitation, the Trademark Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

I. GRANT OF SECURITY. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (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 1 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 and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter 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.

II. RECORDATION. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer, as applicable, record this Trademark Security Agreement.

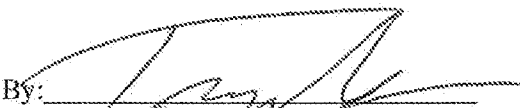
III. EXECUTION IN COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IV. GOVERNING LAW. This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

V. CONFLICT PROVISION. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


HEALTH EQUITY, INC.

By: 

Name: Tyson Murdock

Title: Executive Vice President and Chief Financial Officer

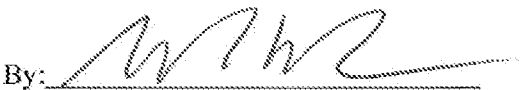
WAGEWORKS, INC.

By: 

Name: Tyson Murdock

Title: Chief Financial Officer

FORT EFFECT CORP.

By: 




Name: Delano Ladd

Title: Secretary

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Ch + Lat
Name: Christine Lathrop
Title: Executive Director

TRADEMARKS

Trademark	Serial No. App. Date	Reg. No. Reg. Date	Owner
BALANCE BOOSTER	90359415 12/4/2020	n/a	HealthEquity, Inc.
HEALTH SAVINGS SCORE	90026836 6/29/2020	6366423 3/25/2021	HealthEquity, Inc.
	88094358 8/27/2018	5906418 11/12/2019	HealthEquity, Inc.
INDEX INVESTOR HSA	86836644 12/2/2015	5088626 11/22/2016	HealthEquity, Inc.
HEALTHEQUITY	76482319 1/14/2003	2891716 10/5/2004	HealthEquity, Inc.
COMMUTER EXPRESS	97008254 9/2/2021	n/a	WageWorks, Inc.
	90900420 8/24/2021	n/a	WageWorks, Inc.
	90900404 8/24/2021	n/a	WageWorks, Inc.
WAGeworks EVERYONE BENEFITS	90900381 8/24/2021	n/a	WageWorks, Inc.
WINFLEX	90900361 8/24/2021	n/a	WageWorks, Inc.
HSA ONCALL	88123805 9/19/2018	5933448 12/10/2019	WageWorks, Inc.
FLEXRESERVE	87655517 10/23/2017	5639304 12/25/2018	WageWorks, Inc.
BENEDIRECT BY WAGeworks	87356114 3/2/2017	5602141 11/6/2018	WageWorks, Inc.
BENEDIRECT BY WAGeworks	87356107 3/2/2017	5602140 11/6/218	WageWorks, Inc.
CONEXIS	86454891 11/14/2014	4887854 1/19/2016	WageWorks, Inc.
EZ RECEIPTS	85356664 6/27/2011	4141530 5/15/2012	WageWorks, Inc.
CHOICE STRATEGIES	85217897 1/14/2011	4039843 10/11/2011	WageWorks, Inc.
TAKE CARE	85124916 9/8/2010	4330082 5/7/2013	WageWorks, Inc.
TRANSITCHEK QUICKPAY	78431539 6/8/2004	3143086 9/12/2006	WageWorks, Inc.
TAKE CARE	78250381 5/15/2003	2872858 8/10/2004	WageWorks, Inc.
WAGeworks	78127613 5/9/2002	2695904 3/11/2003	WageWorks, Inc.

Trademark	Serial No. App. Date	Reg. No. Reg. Date	Owner
COMMUTER EXPRESS	77763516 6/18/2009	3924508 3/1/2011	WageWorks, Inc.
EVERYONE BENEFITS	77619138 11/20/2008	3639379 6/16/2009	WageWorks, Inc.
TAMS	77254774 8/14/2007	3731871 12/29/2009	WageWorks, Inc.
TRANSITCHEK CASHBACK	76557214 11/5/2003	3068708 3/14/2006	WageWorks, Inc.
TRANSITCHEK QUICKPAY	76497333 3/7/2003	2929355 3/1/2005	WageWorks, Inc.
TRANSITCHEK	76493133 2/20/2003	2833943 4/20/2004	WageWorks, Inc.
WAGeworks	76234008 3/29/2001	2549818 3/19/2002	WageWorks, Inc.
EE*COMMERCE	76082938 6/28/2000	2512149 11/27/2001	WageWorks, Inc.
EZPOP	76047377 5/15/2000	2566650 5/7/2002	WageWorks, Inc.
WINFLEX	75492901 5/29/1998	2411114 12/5/2000	WageWorks, Inc.
EZ REIMBURSE	75308825 6/13/1997	2203321 11/10/1998	WageWorks, Inc.
TRANSITCHEK	74075007 7/2/1990	1673424 1/28/1992	WageWorks, Inc.
LUUM	88727212 12/13/2019	6236672 1/5/2021	Fort Effect Corp.
DANDELION DESIGN	88727211 12/13/2019	6236671 1/5/2021	Fort Effect Corp.
LUUM DESIGN	85665488 6/29/2012	4485864 2/18/2014	Fort Effect Corp.
DANDELION + LUUM DESIGN	85899640 4/9/2013	4436322 11/19/2013	Fort Effect Corp.