

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684365

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YOURPEOPLE, INC.		10/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERITAGE BANK OF COMMERCE		
Street Address:	224 Airport Parkway		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95110		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5623790		
Registration Number:	5008181	CLUBZEN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	10/28/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 28, 2021 by and among YOURPEOPLE, INC., a Delaware corporation (“**Parent**”), PAYOURPEOPLE, LLC, a Delaware limited liability company (“**PYP**”), MANAGEYOURPEOPLE, LLC, a Delaware limited liability company (“**MYP**”), INSUREYOURPEOPLE, LLC, a Delaware limited liability company (“**IYP**”), and HERITAGE BANK OF COMMERCE, a California corporation (“**Bank**”). Parent, MYP, PYP and IYP are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the financial accommodations to Grantors, but only upon the condition, among others, that each Grantor grants to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which a Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantors:

c/o Yourpeople, Inc.
50 Beale Street
San Francisco, California 94105
Attn: Shaun Wiley, CFO

YOURPEOPLE, INC.

By: 

Print Name: Shaun Wiley

Title: Chief Financial Officer

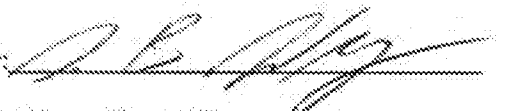
MANAGEYOURPEOPLE, LLC

By: 

Print Name: Shaun Wiley

Title: Manager

PAYYOURPEOPLE, LLC

By: 

Print Name: Shaun Wiley

Title: Manager

INSUREYOURPEOPLE, LLC

By: _____

Print Name: Colin Rogers

Title: Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

YOURPEOPLE, INC.

Address of Grantors:

c/o Yourpeople, Inc.
50 Beale Street
San Francisco, California 94105
Attn: Shaun Wiley, CFO

By: _____

Print Name: Shaun Wiley

Title: Chief Financial Officer

MANAGEYOURPEOPLE, LLC

By: _____

Print Name: Shaun Wiley

Title: Manager

PAYYOURPEOPLE, LLC

By: _____

Print Name: Shaun Wiley

Title: Manager

INSUREYOURPEOPLE, LLC

By:  _____

Print Name: Colin Rogers

Title: Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Bank:
224 Airport Parkway
San Jose, California 95110
Attn: Karla Schrader

BANK:

HERITAGE BANK OF COMMERCE

By: 

Print Name: Karla Schrader

Title: VP

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B


Patents

Please Check Box if No Patents Exist

<u>Name of Owner</u>	<u>Title</u>	<u>Application Number / Patent Number</u>	<u>Application Date / Issue Date</u>
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EXHIBIT C

Trademarks

Name of Owner	Description	Serial Number	Registration Number	Application Date / Registration Date
Parent		87616111	5623790	12/4/18
Parent	CLUBZEN	86900226	5008181	7/26/16