

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684691

<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>
WORKPLACE OPTIONS, LLC		10/29/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MADISON CAPITAL FUNDING LLC, AS AGENT		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3483170	WORKPLACE OPTIONS	
<b>Registration Number:</b>	3500753	WORKPLACE OPTIONS	
<b>Registration Number:</b>	4048682	WORKPLACE OPTIONS	
<b>Registration Number:</b>	4826209	PERSONAL WELL-BEING FACTOR	
<b>Serial Number:</b>	90185526	AWARE	
<b>Serial Number:</b>	90185519	BE WELL AT WORK	
<b>Serial Number:</b>	90185504	ICONNECTYOU	
<b>Serial Number:</b>	90185490		
<b>Serial Number:</b>	90185483	RAPID RESPONSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044435599		
<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>	404-443-5647		
<b>Email:</b>	cfraser@mcguirewoods.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1230 Peachtree Street, Suite 2100		
<b>Address Line 2:</b>	McGuireWoods LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		

OP \$240.00 3483170

<b>ATTORNEY DOCKET NUMBER:</b>	Workplace - 2043774.0086
<b>NAME OF SUBMITTER:</b>	Carol Fraser
<b>SIGNATURE:</b>	//Carol Fraser//
<b>DATE SIGNED:</b>	10/29/2021
<b>Total Attachments: 5</b> source=Workplace - Trademark Security Agreement#page1.tif source=Workplace - Trademark Security Agreement#page2.tif source=Workplace - Trademark Security Agreement#page3.tif source=Workplace - Trademark Security Agreement#page4.tif source=Workplace - Trademark Security Agreement#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 29, 2021, is made by Workplace Options, LLC, a Delaware limited liability company (“Grantor”), in favor of Madison Capital Funding LLC, as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for all Lenders (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of October 29, 2021, by and among Workplace Acquisition, LLC, a Delaware limited liability company (“Initial Borrower”) and, upon consummation of the Borrower Assumption, “Holdings”), immediately after giving effect to the Closing Date Acquisition, Grantor (together with Initial Borrower, collectively, the “Borrower”), immediately after giving effect to the Closing Date Acquisition, DS Beneficial Holdings, LLC, a North Carolina limited liability company (“MidCo”), each other Loan Party party thereto, the financial institutions party thereto from time to time, as Lenders, and Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, refinanced, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has granted, pursuant to that certain Guarantee and Collateral Agreement dated as of October 29, 2021, by Grantor and the other Grantors (as defined therein) party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), to Agent a security interest in all of Grantor’s Intellectual Property (as defined therein), other than Excluded Property (as defined therein); and

**WHEREAS**, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant.

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with Agent as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

**Section 2. Grant of Security Interest in Trademark Collateral.** On the date hereof, Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, has granted, pursuant to the Guarantee and Collateral Agreement, to Agent for the ratable benefit of Lenders a security interest in, all of its right, title and interest in and to the following Collateral of Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the “Trademark Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all Proceeds and products of any of the foregoing, including, without limitation, any claim against third parties for any past, present or future infringement, misappropriation, dilution, violation or other impairment of any Trademark, or for injury to the goodwill associated with any Trademark.

Section 3. Guarantee and Collateral Agreement. The security interest memorialized in this Trademark Security Agreement was granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral memorialized hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event of any inconsistency or ambiguity between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[Remainder of page intentionally blank; signature pages follow.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

GRANTOR:

WORKPLACE OPTIONS, LLC

By: David Pontius

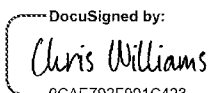
Name: David Pontius

Title: President and Treasurer

**ACCEPTED AND AGREED**


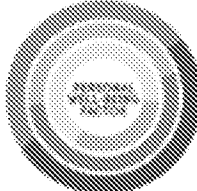
as of the date first above written:

**MADISON CAPITAL FUNDING LLC, as Agent**


By:   
Name: Christopher Williams  
Title: Vice President

**SCHEDULE 1**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

Registered Trademarks

Registration No.	Country	Registration Date	Title
3483170	USA	12-Aug-2008	 WORKPLACE OPTIONS
3500753	USA	16-Sep-2008	WORKPLACE OPTIONS
4048682	USA	1-Nov-2011	WORKPLACE OPTIONS
4826209	USA	6-Oct-2015	

Trademark Applications

Application No.	Country	Filing Date	Title
90185526	USA	16-Sept-2020	AWARE
90185519	USA	16-Sept-2020	BE WELL AT WORK
90185504	USA	16-Sept-2020	ICONNECT YOU
90185490	USA	16-Sept-2020	
90185483	USA	16-Sept-2020	RAPID RESPONSE