

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
When I Work, Inc.		11/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5643824	GET SHIFT DONE	
Registration Number:	4839504	WAGEBASE	
Registration Number:	4022373	WHEN I WORK	
Registration Number:	5654139	WHEN I WORK	
Registration Number:	5596121	WORKALYTICS	
Registration Number:	5781940	WORKPULSE	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	56013.088		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	11/02/2021		

CH \$165.00 5643824

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK**

This **GRANT OF SECURITY INTEREST IN TRADEMARK**, dated as of November 2, 2021 (this "Agreement"), is made by When I Work, Inc., a Delaware corporation (the "Grantor"), in favor of **OWL ROCK CAPITAL CORPORATION** ("Owl Rock"), as the Collateral Agent for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of November 2, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among **BCTO WIW PURCHASER, INC.**, a Delaware corporation ("Holdings"), **BCTO WIW MERGER SUB, INC.**, a Delaware corporation (the "Initial Borrower"), following the consummation of the Acquisition, **WHEN I WORK, INC.**, a Delaware corporation (the "WIW Borrower"), the Lenders from time to time party thereto, Owl Rock, as the Administrative Agent and the Collateral Agent, Owl Rock, as the Swingline Lender and a Letter of Credit Issuer, and the other parties from time to time party thereto, the Lenders and Letter of Credit Issuers have severally agreed to make their respective loans and extensions of credit to Holdings, the Borrower and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Holdings, the Borrower and any Subsidiaries of the Borrower that are or become a party thereto as Grantors, have executed and delivered the Security Agreement, dated as of November 2, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"), or a supplement thereto;

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all items of Registered Intellectual Property that are issued or registered in the United States and that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in Security Agreement, or if not defined therein, in the Credit Agreement.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in, to and under the following property owned by such Grantor or in which such Grantor has any right title or interest (collectively, 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 the Obligations, but excluding the Excluded Property:

(i) the Trademarks listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights, priorities and privileges related thereto, and (iv) all rights to sue at law or in equity for any infringement, dilution or other violation or impairment thereof, including the right to receive all Proceeds therefrom; but excluding any “intent to use” Trademark application filed in the United States Patent and Trademark Office unless and until an amendment to allege use or a statement of use has been filed with, and accepted by, the United States Patent and Trademark Office 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 such “intent to use” Trademark application or any registration issuing therefrom under federal law;

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark Collateral of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the day and year first above written.

GRANTOR:

WHEN I WORK, INC., as the Grantor

By: 
Name: Greg Wallace
Title: Chief Financial Officer

COLLATERAL AGENT:

OWL ROCK CAPITAL CORPORATION





Name: Jon ten Oever
Title: Authorized Signatory

SCHEDULE A

**GRANT OF
SECURITY INTEREST IN TRADEMARK**

U.S. Trademark Registrations and Applications

Mark	Serial No. Filing Date	Registration No. Registration Date	Grantor
GET SHIFT DONE	86/798,228 10/23/2015	5643824 1/1/2019	When I Work, Inc.
WAGEBASE & Design  WageBase	86/377,057 8/26/2014	4839504 ¹ 10/27/2015	When I Work, Inc.
WHEN I WORK	85/232,075 2/2/2011	4022373 9/6/2011	When I Work, Inc.
WHEN I WORK & Design  When I Work	87/917,408 5/11/2018	5654139 1/15/2019	When I Work, Inc.
WORKALYTICS	86/938,732 3/14/2016	5596121 10/30/2018	When I Work, Inc.
WORKPULSE	86/793,652 10/20/2015	5781940 6/18/2019	When I Work, Inc.

¹ **Note to Schedule A:** Grantor has determined to abandon this registration; Grantor does not intend to make filings necessary to maintain and the registration is included on this schedule only for accuracy as of the date hereof.