

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Officium Labs, Inc.		12/28/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC		
Street Address:	430 PARK AVENUE, 14TH FLOOR		
City:	NEW YORKJ		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6373928	OFFICIUM	
Registration Number:	6548346	SERVICE STACK	
Serial Number:	90710169	TALENTPLACE	
Serial Number:	88756962	TALENT PLACE	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	37226-002		
NAME OF SUBMITTER:	Al Lucia		
SIGNATURE:	/Al Lucia/		
DATE SIGNED:	01/04/2022		
Total Attachments: 5			

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2021 (this "Agreement"), among Officium Labs, Inc. (the "Grantor") and Churchill Agency Services LLC, as First Lien Collateral Agent (in such capacity, the "First Lien Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of December 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among TIDE PARENT, INC., a Delaware corporation ("Initial Holdings"), TIDE MERGER SUB, INC., a Delaware corporation (the "Initial Borrower"), ARISE HOLDINGS INC., a Delaware corporation (the "Borrower"), the other GRANTORS from time to time party thereto and CHURCHILL AGENCY SERVICES LLC, as the First Lien Administrative Agent and First Lien Collateral Agent, and (b) the First Lien Collateral Agreement dated of December 9, 2019 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Initial Holdings, the Initial Borrower, the Borrower, the other grantors from time to time party thereto and the First Lien Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto, including all goodwill associated therewith or symbolized thereby, all registrations thereof and applications for the registration thereof in the United States Patent and Trademark Office, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and all other rights, priorities, and privileges accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely 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.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the First Lien Loan

Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

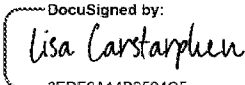
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OFFICIUM LABS, INC., as Grantor

By 
Name: Lisa Carstarphen
Title: SVP and Corporate Secretary

**CHURCHILL AGENCY SERVICES LLC, as
First Lien Collateral Agent**

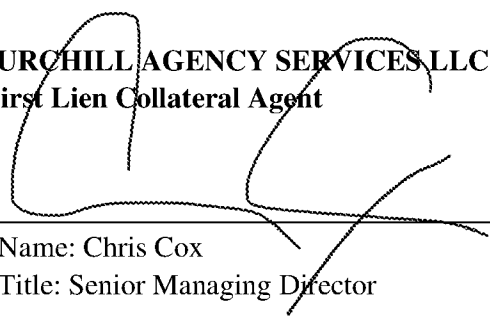
By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

OFFICIUM LABS, INC., as Grantor

By _____
Name: _____
Title: _____

**CHURCHILL AGENCY SERVICES LLC, as
First Lien Collateral Agent**

By  _____
Name: Chris Cox
Title: Senior Managing Director

Schedule I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Mark	Serial No. Filing Date (MM/DD/YYYY)	Reg. No. Reg. Date (MM/DD/YYYY)	Owner
EU	OFFICIUM	1558521 07/13/2020	1558521 07/13/2020	Officium Labs, Inc.
EU	SERVICE STACK	1550607 07/13/2020	1550607 07/13/2020	Officium Labs, Inc.
UK	OFFICIUM	1558521 07/13/2020	WO0000001558521 07/13/2020	Officium Labs, Inc.
UK	SERVICE STACK	1550607 07/13/2020	WO0000001550607 07/13/2020	Officium Labs, Inc.
WIPO	OFFICIUM	1558521 07/13/2020	1558521 07/13/2020	Officium Labs, Inc.
WIPO	SERVICE STACK	1550607 07/13/2020	1550607 07/13/2020	Officium Labs, Inc.
US	OFFICIUM	88756969 01/13/2020	6373928 06/01/2021	Officium Labs, Inc.
US	SERVICE STACK	88756967 01/13/2020	6548346 11/02/2021	Officium Labs, Inc.
US	TALENTPLACE	90710169 05/13/2021	N/A	Officium Labs, Inc.
US	TALENT PLACE	88756962 01/13/2020	N/A	Officium Labs, Inc.