

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707233

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900667762

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benefit Technology Resources, LLC		12/31/2021	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	CIBC BANK USA
Street Address:	120 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5384997	YOUR RESOURCE FOR HR TECHNOLOGY
Registration Number:	5385031	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3125805060
Email: skim@thompsoncoburn.com
Correspondent Name: Soyoon Kim
Address Line 1: 55 E. Monroe St. 37th Floor
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Soyoon Kim
SIGNATURE:	/Soyoon Kim/
DATE SIGNED:	02/08/2022

Total Attachments: 3

source=(Redacted) CIBC iBenefit Joinder Agreement dated 12.31.2021 for USPTO#page1.tif
source=(Redacted) CIBC iBenefit Joinder Agreement dated 12.31.2021 for USPTO#page2.tif
source=(Redacted) CIBC iBenefit Joinder Agreement dated 12.31.2021 for USPTO#page3.tif

JOINDER

This JOINDER AGREEMENT (this “Agreement”) dated as of December 31, 2021, is executed by the undersigned for the benefit of CIBC Bank USA, as Lender (the “Lender”) in connection with that certain Loan and Security Agreement dated as of October 1, 2020, as amended by that certain First Amendment to Loan and Security Agreement of even date herewith (as further amended, restated, supplemented or otherwise modified from time to time, collectively the “Loan and Security Agreement”), by and among iBenefit Communication, LLC, a North Carolina limited liability company (“Borrower”), the other Loan Parties party thereto and CIBC Bank USA, as Lender. Capitalized terms not otherwise defined herein are being used herein as defined in the Loan and Security Agreement.

Each Person signatory hereto is required to execute this Agreement pursuant to Section 10.9(a) of the Loan and Security Agreement.

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Loan Guarantor and a Loan Party under the Loan and Security Agreement and agrees that such person or entity is a Loan Guarantor and a Loan Party and bound as a Loan Guarantor and a Loan Party under the terms of the Loan and Security Agreement, as if it had been an original signatory to such agreement. In furtherance of the foregoing, such Person hereby assigns, pledges and grants to Lender a security interest in all of its right, title and interest in and to the Collateral owned thereby to secure the Secured Obligations.

2. Schedules [REDACTED] 9.34, [REDACTED] of the Loan and Security Agreement are hereby amended to add the information relating to each such Person set out on Schedules [REDACTED] 9.34, [REDACTED], hereof. Each such Person hereby makes to Lender the representations and warranties set forth in the Loan and Security Agreement applicable to such Person and the applicable Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such Schedules.


3. [REDACTED]

4. [REDACTED]

5. This Agreement shall be deemed to be part of, and a modification to, the Loan and Security Agreement and shall be governed by all the terms and provisions of the Loan and Security Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such Person hereby waives notice of Lender's acceptance of this Agreement. Each such Person will deliver an executed original of this Agreement to Lender.

New Loan Party:

BENEFIT TECHNOLOGY RESOURCES, LLC,
a Florida limited liability company

By: 


Name: Anthony M. Hauser
Title: Vice President and Secretary

SCHEDULE 9.34
INTELLECTUAL PROPERTY

Patents and Patent Licenses

None.

Trademarks and Trademark Licenses

Owner	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
Benefit Technology Resources, LLC	YOUR RESOURCE FOR HR TECHNOLOGY	87492586 June 16, 2017	5384997 January 23, 2018	Registered
Benefit Technology Resources, LLC		87493349 June 16, 2017	5385031 January 23, 2018	Registered

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None.