

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACKTIK SOFTWARE ULC/LOGICIEL TRACKTIK SRI		06/23/2022	Company: BRITISH COLUMBIA
THEEMPLOYEEAPP, LLC		06/23/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANTARES CAPITAL LP		
Street Address:	500 West Monroe St, Ste 1800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5706511	TRACKTIK	
Registration Number:	6437146	THEEMPLOYEEAPP	
Registration Number:	4665043	THEEMPLOYEEAPP	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1717806		
NAME OF SUBMITTER:	Jai Malhotra		
SIGNATURE:	/Jai Malhotra/		
DATE SIGNED:	06/24/2022		

OP \$90.00 5706511

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 23, 2022 (this “Trademark Security Agreement”), made by TRACKTIK SOFTWARE ULC/LOGICIEL TRACKTIK SRI, a British Columbia company (as successor in interest to TrackTik Software Inc./Logiciel TrackTik Inc.) and THEEMPLOYEEAPP, LLC, a Delaware limited liability company (collectively, the “Grantors”), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of June 23, 2022 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TRACKFORCE ACQUIRECO, INC., a Delaware corporation (the “Borrower”), TRACKFORCE MIDCO, LLC, a Delaware limited liability company (“Holdings”), each Lender party thereto from time to time, ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to the Security Agreement, dated as of June 23, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Borrower, Holdings, the other Grantors from time to time party thereto and the Collateral Agent for the benefit of the Secured Parties pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the “Trademark Collateral”), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns. The words “execution,” “signed,” “signature,” and words of like import in this Trademark Security Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

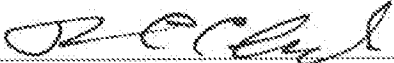
SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, each 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.

GRANTORS:

THEEMPLOYEEAPP, LLC,
a Delaware limited liability company

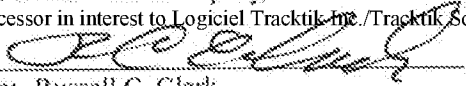
By: 

Name: Russell C. Clark

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007761 FRAME: 0725

**TRACKTIK SOFTWARE ULC/
LOGICIEL TRACKTIK SRI,**
a British Columbia company,
as successor in interest to Logiciel Tracktik Inc./Tracktik Software Inc.
By: 
Name: Russell C. Clark
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007761 FRAME: 0726**

Accepted and Agreed:

ANTARES CAPITAL LP,
as Collateral Agent

By: Joshua Becker

Name: Josh Becker

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007761 FRAME: 0727

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT TRADEMARK
REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Applications –

None.

Registrations –

Mark	Jurisdiction	App. No./App. Date	Reg. No./Reg. Date	Class(es)	Status	Owner
TRACKTIK	US	86692343 14-JUL- 2015	5706511 26-MAR- 2019	9	Registered	Logiciel Tracktik Inc./Tracktik Software Inc. (Canada)
THEEMPLO YEEAPP	US	90001325 15-JUN- 2020	6437146 03-AUG- 2021	9 42	Registered	Theemployee app, LLC
THEEMPLO YEEAPP	US	86268234 01-MAY- 2014	4665043 30-DEC- 2014	9 42	Registered	Theemployee app, LLC