

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMELIA US LLC		12/21/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Monroe Capital Management Advisors, LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 6400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5681659	1DESK	
Registration Number:	6014794	1RPA	
Registration Number:	6014957	1RPA	
Registration Number:	4782587	AMELIA	
Registration Number:	5281723	AMELIA	
Registration Number:	6216948	AMELIA	
Registration Number:	6493631	DIGITAL COLLEAGUE	
Registration Number:	6295409	DIGITAL EMPLOYEE	
Registration Number:	6295408	DIGITAL WORKFORCE	
Registration Number:	5298425	THE DIGITAL LABOR COMPANY	
Registration Number:	6511661	YOUR FIRST DIGITAL EMPLOYEE	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		

CH \$290.00 5681659

Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 22725410

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 12/21/2022

Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of December 21, 2022 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantors*” and each a “*Grantor*”), in favor of Monroe Capital Management Advisors, LLC (“*Monroe*”), located at 311 South Wacker Drive, Suite 6400, Chicago, IL 60606, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among Amelia Holding II LLC, a Delaware limited liability company (the “*Borrower*”), Amelia Holdings Inc., a Delaware corporation (“*Holdings*”), the Subsidiaries of Holdings signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and Monroe, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of December 21, 2022, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1: Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. To secure payment, performance and observance of the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right of setoff

against, Grantor's right, title and interest in, to and under (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, (ii) all renewals of any of the foregoing, (iii) all rights to sue for past, present or future infringements of any of the foregoing, (iv) all good will of the business of the Grantor connected with and symbolized by any of the foregoing, and (v) all proceeds of any and all of the foregoing (collectively, the "**Trademark Collateral**"). For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a Trademark registration that would otherwise be deemed invalidated, cancelled, or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as a statement of use or amendment to allege use, as applicable, is filed with and accepted by the United States Patent and Trademark Office.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

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

AMELIA US LLC,
as a Grantor


By: Chetan Dube
Chetan Dube (Dec 20, 2022 12:54 EST)
Name: Chetan Dube
Title: Chief Executive Officer

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Collateral Agent

By: Tyler G. Moynihan
Name: Tyler G. Moynihan
Title: Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Trademark	Regis. No.	Filing Date	Reg. Date
AMELIA US LLC	1DESK	5681659	November 14, 2017	February 19, 2019
AMELIA US LLC	1RPA	6014794	January 26, 2019	March 17, 2020
AMELIA US LLC	1RPA (Stylized) 	6014957	February 27, 2019	March 17, 2020
AMELIA US LLC	AMELIA	4782587	October 8, 2013	October 5, 2020
AMELIA US LLC	AMELIA	5281723	June 23, 2015	September 5, 2017
AMELIA US LLC	AMELIA	6216948	March 2, 2017	December 8, 2020
AMELIA US LLC	DIGITAL COLLEAGUE	6493631	March 30, 2018	September 21, 2021
AMELIA US LLC	DIGITAL EMPLOYEE	6295409	December 19, 2016	March 16, 2021
AMELIA US LLC	DIGITAL WORKFORCE	6295408	December 19, 2016	March 16, 2021
AMELIA US LLC	THE DIGITAL LABOR COMPANY	5298425	May 16, 2016	September 26, 2017
AMELIA US LLC	YOUR FIRST DIGITAL EMPLOYEE	6511661	December 19, 2016	October 5, 2021