

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shiftboard, Inc.		12/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RCF3, LLC		
Street Address:	2901 Bee Caves Rd.		
Internal Address:	Suite K, Harris House		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5049552	SHIFTBOARD	
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:	2067531450		
Email:	eric.adler@egannelson.com		
Correspondent Name:	Eric Adler		
Address Line 1:	221 W 6th St. STE 900		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Eric Adler		
SIGNATURE:	/Eric Adler/		
DATE SIGNED:	12/22/2022		
Total Attachments: 5			
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OP \$40.00 5049552

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”), dated as of December 16, 2022, is entered into by **Shiftboard, Inc.**, a Delaware corporation (“**Grantor**”), and **RCF3, LLC**, a Texas limited liability company (“**Lender**”) having an address at 2901 Bee Caves Rd., Suite K, Harris House, Austin, Texas 78746.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Loan and Security Agreement dated as of December 16, 2022, among Grantor, as Borrower Representative, the Guarantors (as defined therein) and Lender (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”).

WHEREAS, pursuant to the Loan Agreement, Grantor is required to grant a security interest to Lender, in all of Grantor’s Patents, Trademarks, Copyrights, registered mask works, any other registrations and recordings thereof and applications, pending or otherwise, in connection therewith, now owned or hereafter acquired, including the Patents, Trademarks and Copyrights listed on Schedule 1 hereto (collectively, the “**Secured Intellectual Property**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Lender hereby agree as follows:

1. Grant of Security Interest.

(a) Grantor hereby pledges, assigns and grants to the Lender a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under all the Secured Intellectual Property, including all reissues, extensions or renewals thereof and all goodwill associated with or symbolized by any of the foregoing, in order to secure the Obligations.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

2. Termination of Security Interest.

Subject to the terms of the Loan Agreement and following full payment of the Obligations, the Lender shall, at Grantor’s sole cost and expense, promptly take such actions (including execution of releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding

the foregoing, the Lender may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 hereto to include reference to any right, title or interest in any Patents, Trademarks or Copyrights currently owned by Grantor or any Patents, Trademarks or Copyrights acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents, Trademarks or Copyrights in which Grantor no longer has or claims any right, title or interest.

4. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Lender and Grantor and their respective successors and permitted assigns. Grantor shall not, without the prior written consent of the Lender given in accordance with the Loan Agreement, assign any right, duty or obligation hereunder.

6. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication (including via email or PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SHIFTBOARD, INC.,
a Delaware corporation

By: *Sterling Wilson*
Sterling Wilson
Chief Executive Officer

LENDER:

RCF3, LLC,
a Texas limited liability company

By: _____
Brian Henley
Managing Director

IN WITNESS WHEREOF, Grantor and the Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SHIFTBOARD, INC.,
a Delaware corporation

By: _____
Sterling Wilson
Chief Executive Officer

LENDER:

RCF3, LLC,
a Texas limited liability company

DocuSigned by:

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By: _____
Brian Henley
Managing Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks:

<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
SHIFTBOARD	USA	Registration No. 5049552	Registration Date: Sep-27-2016
SHIFTBOARD	European Union	Registration No. 017790981	Registration Date: Jun-13-2018
SHIFTBOARD	UK	Registration No. UK00917790981	Registration Date: Jun-13-2018

Patents:

None

Copyrights:

None