

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blueback Global Inc.		02/13/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus Trustees (UK) Limited		
<b>Street Address:</b>	30 St Mary Axe		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC3A 8BF		
<b>Entity Type:</b>	Corporation: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6675878	BLUEBACK GLOBAL	
<b>Registration Number:</b>	6702175	PROCESSINGWORKS	
<b>Registration Number:</b>	6809463	PAYROLLWORKS	
<b>Registration Number:</b>	6343326	EXPANSIONWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	02/15/2023		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 13, 2023 by and between ALTER DOMUS TRUSTEES (UK) LIMITED as security trustee (together with its successors, in such capacity, the "Security Agent") for the Secured Parties (as defined in the Facilities Agreement, defined below), and BLUEBACK GLOBAL INC., a California corporation ("Grantor").

### RECITALS

A. The Secured Parties (as defined in the Facilities Agreement (defined below)) have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to certain affiliates of Grantor in the amounts and manner set forth in that certain Senior Multicurrency Term and Revolving Facilities Agreement, dated as of October 26, 2022 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Facilities Agreement"), among TOPSOURCE WOLRDWIDE MIDCO LIMITED, a company registered in England (registered number 12986306) (the "Parent"), the Borrower (as defined in the Facilities Agreement) (the "Borrower"), the Guarantors (as defined in the Facilities Agreement) from time to time party thereto (each a "Guarantor" and collectively, the "Guarantors"), the Security Agent and certain other parties thereto. Pursuant to the Facilities Agreement, Grantor has guaranteed all obligations of Borrower to the Secured Parties. To secure Grantor's obligations to the Secured Parties, Grantor and Security Agent have entered into a certain Collateral Agreement dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Collateral Agreement"). Secured Parties are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower and Grantor. Capitalized terms used herein but not otherwise defined herein are used as defined in the Collateral Agreement.

B. Pursuant to the terms of the Collateral Agreement, Grantor has granted to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's and Grantor's obligations to the Secured Parties, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's and Grantor's obligations to the Secured Parties, Grantor grants and pledges to Security Agent, for the ratable benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished

and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Security Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Facilities Agreement and the Collateral Agreement, each of which is hereby incorporated by reference. The provisions of the Facilities Agreement and the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Security Agent with respect to the Intellectual Property Collateral are as provided by the Facilities Agreement, the

Collateral Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.


5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

BLUEBACK GLOBAL INC.

By:  \_\_\_\_\_

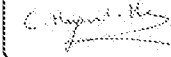
Name: Nolan O'Neill

Title: President and Chief Executive Officer

SECURITY AGENT:

**ALTER DOMUS TRUSTEES (UK) LIMITED**

DocuSigned by:



By: \_\_\_\_\_  
767A81B113DD45C...

Name: Catherine Hayward-Hughes

Title: Authorised Signatory

EXHIBIT A

Copyrights:

None.

EXHIBIT B

Patents:

None.

EXHIBIT C

Trademarks:

<b>Trademark</b>	<b>Filing or Registration Number</b>	<b>Jurisdiction</b>	<b>Registered Owner</b>
BLUEBACK GLOBAL	6675878	US	Blueback Global Inc.
PROCESSINGWORKS	6702175	US	Blueback Global Inc.
PAYROLLWORKS	6809463	US	Blueback Global Inc.
EXPANSIONWORKS	6343326	US	Blueback Global Inc.

EXHIBIT D

Mask Works:

None.