

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799097

<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>
Zenwork, Inc.		03/22/2023	Corporation: ARKANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	First-Citizens Bank & Trust Company		
<b>Street Address:</b>	340 Mt. Kemble Ave, Suite 100		
<b>City:</b>	Morristown		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07960		
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6090823	FIDENTITY	
<b>Registration Number:</b>	6090824	FIDENTITY	
<b>Registration Number:</b>	5197406	ZENWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,priscila.sterenberg@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	03/30/2023		
<b>Total Attachments: 6</b>			
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**SECURITY INTEREST IN TRADEMARKS AGREEMENT**

This SECURITY INTEREST IN TRADEMARKS AGREEMENT (as may be amended, amended and restated, supplemented, extended or otherwise modified from time to time, this “**Trademarks Security Agreement**”), dated March 22, 2023, is made by each of the parties identified as “Grantors” on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a “**Grantor**”, and collectively the “**Grantors**”) in favor of First-Citizens Bank & Trust Company, as administrative agent (together with its successors, in such capacity, the “**Administrative Agent**”).

**W I T N E S S E T H**

WHEREAS, the Grantor entered into that certain Guarantee and Collateral Agreement dated as of the date hereof (as may be amended, amended and restated, supplemented, extended or otherwise modified from time to time, the “**GCA**”) among the Grantor, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the GCA, the Grantor has pledged and granted to the Administrative Agent a security interest in, among other property, certain Intellectual Property of the Grantor, and the Grantor has agreed as a condition thereof to execute this Trademarks Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent on behalf of itself and the Lenders, as follows:

**SECTION 1. Grant of Security.** The Grantor hereby pledges, and grants to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, a security interest in and Lien on all of the Grantor’s right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Collateral**”):

- (a) the United States registered Trademarks and Trademarks for which United States applications are pending (excluding United States intent-to-use Trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

**SECTION 2. Security for Secured Obligations.** The grant of a security interest in the Collateral by the Grantor under this Trademarks Security Agreement secures the payment of all Secured Obligations now or hereafter existing under or in respect of the Loan Documents (as defined in the Credit Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This Trademarks Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademarks Security Agreement.

SECTION 4. Execution in Counterparts. This Trademarks Security Agreement may be executed in any number of 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 original.

SECTION 5. Grants, Rights and Remedies. This Trademarks Security Agreement has been entered into in conjunction with the provisions of the GCA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the GCA and the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the GCA. In the event of any conflict between the terms of this Trademarks Security Agreement and the terms of either the GCA or the Credit Agreement, the terms of the GCA or Credit Agreement, as applicable, shall govern. Notwithstanding anything to the contrary contained herein, the Collateral shall not include, and the security interest shall not attach to, any Excluded Assets; provided that, if any property owned by the Grantor ceases to constitute an Excluded Asset, then automatically (and without any further action), (i) the Grantor shall be deemed to have granted a security interest in such property in favor of Administrative Agent to further secure the Secured Obligations, and (ii) such property shall constitute part of the Collateral hereunder.

SECTION 6. Governing Law. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Trademarks Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SECTION 8. Definitions. Capitalized terms used in this Trademarks Security Agreement and not otherwise defined herein have the meanings specified in GCA.

SECTION 9. Electronic Execution. The words “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademarks Security Agreement and the transactions contemplated hereby (including without limitation, amendments, supplements, notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, 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 law, 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.

*[Remainder of page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademarks Security Agreement as of the day and year first above written.

**GRANTOR:**

**ZENWORK, INC**

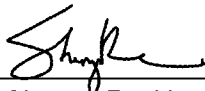
E-SIGNED by Sanjeev Singh  
By: \_\_\_\_\_ on 2023-03-22 02:23:56 GMT  
Name: Sanjeev Singh  
Title: President

[Signature Page to Security Interest in Trademarks Agreement]



**TRADEMARK**  
**REEL: 008026 FRAME: 0546**

ACKNOWLEDGED BY  
ADMINISTRATIVE AGENT:

**FIRST-CITIZENS BANK & TRUST COMPANY**

By:  \_\_\_\_\_  
Name: Sherryn Reckin  
Title: Director

**SCHEDULE A**  
**TRADEMARKS**

Country Name	Mark	Image	App Number	Date filed	Number	Date	Status	Trademark class code and description	Next action
United States of America	FIDENTIT Y		8872152 6	Dec 10, 2019	6090823	Jun 30, 2020	Registered	009-Downloadable software for identifying, checking in, tracking and managing visitors and deliveries, notifying employees of visitor arrivals and package deliveries, capturing photographs and identifying information of visitors and printing visitor badges	Declaration of Use due by June 30, 2026
United States of America	FIDENTIT Y		8872153 5	Dec 10, 2019	6090824	Jun 30, 2020	Registered	009-Downloadable software for identifying, checking in, tracking and managing visitors and deliveries, notifying employees of visitor arrivals and package deliveries, capturing photographs and identifying information of visitors and printing visitor badges	Declaration of Use due by June 30, 2026

United States of America	ZENCAN NA		88580810	Aug 15, 2019		Allowed	visitors and printing visitor badges	Statement of Use due by May 3, 3023 (extendable)	
United States of America	ZENWOR K		87121614	Jul 29, 2016	5197406	May 2, 2017	Registered	042-Software as a service (SAAS) services featuring software for management of taxes related thereto	Renewal due by May 2, 2027
							042-Software as a service (SAAS) services featuring software for use in tracking inventory, sales and delivery, and general record keeping related to the processing and distribution of cannabis products and legal compliance related thereto. Software as a service (SAAS) services featuring software for use in tracking sales, inventory, medical cannabis licenses, generating tax forms and making automated tax filings, and general record keeping related to the retail sale of cannabis products and legal compliance related thereto		

TRADEMARK

REEL: 008026 FRAME: 0549

RECORDED: 03/30/2023