

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCC BENGAL MERGERSUB, INC.		06/07/2023	Corporation: DELAWARE
NETCHEX HOLDINGS COMPANY, INC.		06/07/2023	Corporation: DELAWARE
S & W PAYROLL SERVICES, L.L.C.		06/07/2023	Limited Liability Company: LOUISIANA
SWRJ BENEFITS ENTERPRISES, L.L.C		06/07/2023	Limited Liability Company: LOUISIANA
GCC Bengal Holdco, Inc.		06/07/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST-CITIZENS BANK & TRUST COMPANY		
Street Address:	3003 TASMAN DRIVE		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3557956	N NETCHEX	
Registration Number:	3557957	N NETCHEX	
Registration Number:	4982925	N	
Registration Number:	4982952	NETCHEX	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		

OP \$115.00 3557956

Address Line 4:	Washington, D.C. 20036
ATTORNEY DOCKET NUMBER:	2026735 TM 3
NAME OF SUBMITTER:	DEBRA SUE NIHISER
SIGNATURE:	/DEBRA SUE NIHISER/
DATE SIGNED:	06/08/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”), is entered into as of June 7, 2023, by and among the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY** (“*First Citizens*”), as administrative agent for the Lenders (in such capacity, the “*Administrative Agent*”).

RECITALS

A. The Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodations to the Borrower (the “*Loans*”), in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among **GCC BENGAL HOLDCO, INC.**, a Delaware corporation (“*Holdings*”), **GCC BENGAL MERGERSUB, INC.**, a Delaware corporation (“*Merger Sub*”), whose rights and obligations therein will be, immediately following the consummation of the Acquisition, deemed to have been automatically assigned and assumed by **NETCHEX HOLDINGS COMPANY, INC.**, a Delaware corporation (“*Netchex Holdings*”), **SWRJ BENEFITS ENTERPRISES, L.L.C.**, a Louisiana limited liability company (“*Netchex Benefits*”, and together with Netchex Holdings, individually and collectively, jointly and severally, the “*Borrower*”), the several banks and other financial institutions or entities from time to time parties thereto (each, a “*Lender*” and, collectively, the “*Lenders*”), and Administrative Agent, as administrative agent, issuing lender, and swingline lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by the Administrative Agent and the Lenders to make the Loans to the Borrower under the Credit Agreement, the Borrower and each other Grantor have entered into that certain Guarantee and Collateral Agreement in favor of the Administrative Agent, dated as of even date herewith (as the same may be amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Administrative Agent and the Lenders are willing to make the Loans to the Borrower, but only upon the condition, among others, that the Borrower and each other Grantor shall grant to the Administrative Agent a security interest in certain Intellectual Property (as defined in the Guarantee and Collateral Agreement) to secure the obligations of the Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, the Borrower and Grantor have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Borrower’s and each other 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 its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants to the Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under the following Intellectual Property (as defined in the Guarantee and Collateral Agreement) collateral:
 - a. the Patents and Patent Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit A hereto;
 - b. the Trademarks and Trademark Licenses (as such terms are defined in the Guarantee and Collateral Agreement) listed on Exhibit B hereto;
 - c. the Copyrights and Copyright Licenses (as such terms are defined in the Guarantee and Collateral Agreement), listed on Exhibit C hereto;

and including, without limitation, all proceeds of the foregoing (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to the Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Administrative Agent, of any or all other rights, powers or remedies.
3. Upon the Discharge of Obligations, the Collateral shall be released from the Liens in favor of the Administrative Agent and the other Secured Parties created hereby, this Agreement shall terminate with respect to the Administrative Agent and the other Secured Parties, and all obligations (other than those expressly stated to survive such termination) of each Grantor to the Administrative Agent or any other Secured Party hereunder shall terminate, all without delivery of any instrument or performance of any act by any party. At the sole expense of any Grantor following any such termination, the Administrative Agent shall deliver such documents as such Grantor shall reasonably request to evidence such termination.
4. **THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE, CAUSE OF ACTION, OR PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR**

OTHERWISE) BASED UPON, ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK.


5. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
6. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Administrative Agent and each other Secured Party and their respective successors and assigns.
7. Sections 10.2 (Notices), 10.10 (Severability), 10.11 (Integration), 10.13 (Submission to Jurisdiction; Waivers) and 10.16 (Treatment of Certain Information; Confidentiality) of the Credit Agreement are incorporated by reference; *mutatis mutandis*.

[Remainder of Page Left Intentionally Blank]


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.

GRANTORS:

GCC BENGAL HOLDCO, INC.

By: 
Name: Sumit Rajpal
Title: President, Secretary and Treasurer

GCC BENGAL MERGERSUB, INC.

By: 
Name: Sumit Rajpal
Title: President, Secretary and Treasurer

NETCHEX HOLDINGS COMPANY, INC.

By: _____
Name: _____
Title: _____

S & W PAYROLL SERVICES, L.L.C.

By: _____
Name: _____
Title: _____

SWRJ BENEFITS ENTERPRISES, L.L.C.

By: _____
Name: _____
Title: _____

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.

GRANTORS:

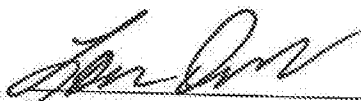
GCC BENGAL HOLDCO, INC.

By: _____
Name: Sumit Rajpal
Title: President, Secretary and Treasurer

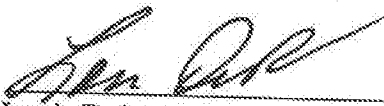
GCC BENGAL MERGERSUB, INC.

By: _____
Name: Sumit Rajpal
Title: President, Secretary and Treasurer


NETCHEX HOLDINGS COMPANY, INC.

By: 
Name: Louis Dubuc
Title: Chief Financial Officer

S & W PAYROLL SERVICES, L.L.C.

By: 
Name: Louis Dubuc
Title: Chief Financial Officer

SWRJ BENEFITS ENTERPRISES, L.L.C.

By: 
Name: Louis Dubuc
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

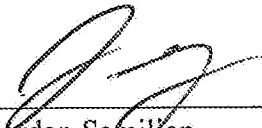
By: 
Name: Jordan Samillan
Title: Managing Director

EXHIBIT A

PATENTS AND PATENT LICENSES

None.

EXHIBIT B

TRADEMARKS AND TRADEMARK LICENSES

Loan Party	Registration or Application/Serial No. (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
S & W Payroll Services, L.L.C.	3557956	1-6-2009	US	N NETCHEX
S & W Payroll Services, L.L.C.	3557957	1-6-2009	US	N NETCHEX
S & W Payroll Services, L.L.C.	4982925	6-21-2016	US	N
S & W Payroll Services, L.L.C.	4982952	6-21-2016	US	NETCHEX

EXHIBIT C

COPYRIGHTS AND COPYRIGHT LICENSES

None.

EXHIBIT B

TRADEMARKS AND TRADEMARK LICENSES

Loan Party	Registration or Application/Serial No. (indicate if an application)	Registration or Application Date	Jurisdiction of Registration or Application	Description of Trademarks, Tradenames or Service Marks
S & W Payroll Services, L.L.C.	3557956	1-6-2009	US	N NETCHEX
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S & W Payroll Services, L.L.C.	4982925	6-21-2016	US	N
S & W Payroll Services, L.L.C.	4982952	6-21-2016	US	NETCHEX