

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM816144

<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>
ASPIRE HR, LLC		06/08/2023	Limited Liability Company: DELAWARE
Aspire HR Software, LLC		06/08/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CALTIUS PARTNERS VI, LP		
<b>Street Address:</b>	11766 Wilshire Blvd		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6571822	ASPIREHR	
<b>Registration Number:</b>	6798315	ASPIREHR EMPLOYEES FIRST	
<b>Registration Number:</b>	6798316		
<b>Registration Number:</b>	6821624	EMPLOYEES FIRST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	4155911000		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 2:</b>	Winston		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	18565-8		
<b>NAME OF SUBMITTER:</b>	Laura M. Franco		
<b>SIGNATURE:</b>	/Laura M. Franco by trademarkny/		

CH \$115.00 6571822

<b>DATE SIGNED:</b>	06/08/2023
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of June 8, 2023, is made by ASPIRE HR, LLC, a Delaware limited liability company (“Aspire HR”), Aspire HR Software, LLC, a Delaware limited liability company (“Aspire Software” and, together with Aspire HR, individually, each a “Grantor”, and collectively, jointly and severally, the “Grantors”), in favor of CALTIUS PARTNERS VI, LP, a Delaware limited partnership, as Agent for the benefit of the Holders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Grantors have executed and delivered a Guaranty and Collateral Agreement, dated as of June 8, 2023, with and in favor of Agent for the benefit of the Holders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Grantors have pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Investment Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantors 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 Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Investment Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

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

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[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.

ASPIRE HR, LLC, as Grantor

By: Kevin Chase  
Name: Kevin Chase  
Title: Chief Executive Officer

ASPIRE HR SOFTWARE, LLC, as Grantor

By: Kevin Chase  
Name: Kevin Chase  
Title: Chief Executive Officer

CALTUS PARTNERS VI, LP, as Agent  
By: GPM VI, LP, its general partner  
By: UGPM VI, LLC, its general partner

By: \_\_\_\_\_  
Name: Gavin Bates  
Title: Managing Director

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.

ASPIRE HR, LLC, as Grantor

By: \_\_\_\_\_  
Name: Kevin Chase  
Title: Chief Executive Officer

ASPIRE HR SOFTWARE, LLC, as Grantor


By: \_\_\_\_\_  
Name:  
Title:


CALTIUS PARTNERS VI, LP, as Agent  
By: GPM VI, LP, its general partner  
By: UGPM VI, LLC, its general partner

By:   
Name: Gavin Bates  
Title: Managing Director

Schedule 1

Trademarks

Country	TM/SN/RN/Disclaimer	Status/Key Dates	Owner
USA	ASPIREHR RN: 6571822 SN: 88846888	Registered November 30, 2021 Class 9: Date of First Use: September 30, 2007 In Commerce: September 30, 2007 Classes 35 & 42: Date of First Use: July 31, 2007 In Commerce: July 31, 2007 Filed: March 25, 2020 Published: September 14, 2021	Aspire HR, Inc. (Delaware Corp.) 5151 Belt Line Road, Suite 1125 Dallas, TX 75254
USA	ASPIREHR EMPLOYEES FIRST and Design  RN: 6798315 SN: 88846912	Registered July 19, 2022 Date of First Use: March 30, 2020 In Commerce: March 30, 2020 Filed: March 25, 2020 Published: September 14, 2021 Allowed: November 9, 2021	Aspire HR, Inc. (Delaware Corp.) 5151 Belt Line Road, Suite 1125 Dallas, TX 75254

Country	TM/SN/RN/Disclaimer	Status/Reg Dates	Owner
USA	Disclaimer: "HR" and "EMPLOYEES"   People Logo Design	Registered July 19, 2022 Date of First Use: March 30, 2020 In Commerce: March 30, 2020 Filed: March 25, 2020 Published: September 14, 2021 Allowed: November 9, 2021	Aspire HR, Inc. (Delaware Corp.) 5151 Belt Line Road, Suite 1125 Dallas, TX 75254
USA	EMPLOYEES FIRST  RN: 6821624 SN: 88846920  Disclaimer: "EMPLOYEES"	Registered August 16, 2022 Date of First Use: March 30, 2020 In Commerce: March 30, 2020 Filed: March 25, 2020 Published: September 14, 2021 Allowed: November 9, 2021	Aspire HR, Inc. (Delaware Corp.) 5151 Belt Line Road, Suite 1125 Dallas, TX 75254

TRADEMARK

REEL: 008095 FRAME: 0869