

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Worksuite Inc.		06/22/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STIFEL BANK		
Street Address:	787 Seventh Avenue, 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5186897	SHORTLIST	
Serial Number:	90430744	WORKSUITE	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2027731		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	06/23/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 22, 2023 by and between **STIFEL BANK** ("Bank") and **WORKSUITE INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among, *inter alios*, Bank and Grantor dated as June 22, 2023 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

Address of Grantor:

221 W 9th St.,
Wilmington, DE 19801
Attn: Joseph Charles Frasier, Jr. CEO
Email: josey.frasier@worksuite.com

WORKSUITE INC.

By: 

Name: Joseph Charles Frasier, Jr.
Title: Chief Executive Officer

with a copy to (which shall not constitute notice):

H.I.G. Growth Partners, LLC
500 Boylston Street, 20th Floor
Boston, MA 02116
Attn: Ross Hott, Hans Sherman, and Andy LeKarites
Email: rhot@higcapital.com,
hsherman@higcapital.com, alekarites@higgrowth.com

with an additional copy to (which shall not constitute notice):

GUNDERSON DETTMER STOUGH VILLENEUVE
FRANKLIN & HACHIGIAN, LLP
One Marina Park Drive #900
Boston, MA 02210
Attention: Michael Hacker and Billy Kwon
Email: mhacker@gunder.com and bkwon@gunder.com

BANK:

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Alan Faulkner
Email: afaulkner@stifelbank.com

STIFEL BANK

By: _____

Name: James Binz
Title: Executive Vice President, Chief Credit Officer

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Bira
Email: warren.bira@btlaw.com

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:

Address of Grantor:

221 W 9th St.,
Wilmington, DE 19801
Attn: Joseph Charles Frasier Jr. CEO
Email: jocy.frasier@worksuite.com

with a copy to (which shall not constitute notice):

H.I.G. Growth Partners, LLC
500 Boylston Street, 20th Floor
Boston, MA 02116
Attn: Ross Hiatt, Hans Sherman, and Andy Lefkarites
Email: rhiatt@higcapital.com,
hsherman@higcapital.com, alefkarites@higgrowth.com

with an additional copy to (which shall not constitute notice):

GUNDERSON DETTMER STOUGH VILLENEUVE
FRANKLIN & HACHIGIAN, LLP
One Marina Park Drive #900
Boston, MA 02210
Attention: Michael Hacker and Billy Kwon
Email: mhacker@gunder.com and ukwon@gunder.com

Address of Bank:

787 Seventh Avenue, 11th Floor
New York, New York 10019
Attn: Alan Faulkner
Email: afaulkner@stifelbank.com

with a copy to (which shall not constitute notice):

BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, CA 90067
Attn: Warren Biro
Email: warren.biro@btlaw.com

WORKSUITE INC.

By: _____

Name: Joseph Charles Frasier, Jr.

Title: Chief Executive Officer

BANK:

STIFEL BANK

By:  _____

Name: James Binz

Title: Executive Vice President, Chief Credit Officer

[Signature Page to IPSA]

DMS 26124191

TRADEMARK
REEL: 008107 FRAME: 0943

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Country	Trademark	Status	App # Date	Reg # Date	Class/Goods	Owner
United States of America	SHORTLIST	Registered	86411037 September 30, 2014	5186897 April 18, 2017	42 Online non-downloadable computer software platforms for providing database management, onboarding automation, budgeting tools, and electronic communication for branding and advertising agencies	Worksuite Inc.
United States of America	WORKSUITE	Pending	90430744 December 30, 2020		42 Software as a service (SAAS) services featuring software for database management, onboarding automation, budgeting, collaboration, invoicing, timesheets, payment management, and electronic communications	Worksuite Inc.