

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM829200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMPLOYEE NAVIGATOR LLC		08/03/2023	Limited Liability Company: DELAWARE
ENROLLEASE, INC.		08/03/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL, as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85304326	EMPLOYEE NAVIGATOR	
Serial Number:	86968418	EASE	
Serial Number:	87632237	EASECENTRAL	
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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	23743861		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	08/03/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of August 3, 2023, is by EMPLOYEE NAVIGATOR LLC, a Delaware limited liability company, and ENROLLEASE, INC., a Delaware corporation (each individually, a “Grantor”, and collectively, the “Grantors”), in favor of BANK OF MONTREAL, a Canadian chartered bank acting through its Chicago branch, as Administrative Agent (in such capacity, “Grantee”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors have entered into that certain Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Employee Navigator Holdings, Inc., a Delaware corporation, as Holdings, the Grantors, as Borrowers, the direct and indirect Subsidiaries of either Borrower from time to time party to the Credit Agreement, as Guarantors, the several financial institutions from time to time party to the Credit Agreement, as Lenders, and Grantee, pursuant to which Grantee and the Lenders have agreed to make certain loans and other financial accommodations to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Grantors, the other Debtors (as defined therein) from time to time party thereto and Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Grantee and the Lenders to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Grantors pursuant to the Credit Agreement, each Grantor hereby agrees with the Grantee as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein have the meaning given to them in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages and pledges to Grantee and grants to Grantee a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of each Grantor (the “Trademark Collateral”):

2.1 all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Grantee as set forth and pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Choice of Law. This Trademark Security Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMPLOYEE NAVIGATOR LLC, a Delaware corporation

By: 

Name: George K. Reese III
Title: Chief Executive Officer, President and Treasurer

ENROLLEASE, INC., a Delaware corporation

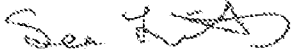
By: 

Name: George K. Reese III
Title: Chief Executive Officer, President and Treasurer

Signature Page to Trademark Security Agreement

Acknowledged and agreed:

BANK OF MONTREAL,
as Administrative Agent

A handwritten signature in black ink, appearing to read "Sean Lightner", with a stylized flourish at the end.

By:

Name: Sean Lightner

Title: Director

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

United States Trademarks:

Grantor	Ser. No.	Registration/ Application No.	Mark	Jurisdiction
Employee Navigator LLC	85304326	4208597	EMPLOYEE NAVIGATOR	United States
Enrollease, Inc.	86968418	5230583	Ease	United States
Enrollease, Inc.	87632237	5459085	EaseCentral	United States