

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832108

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workwell Technologies, Inc.		08/14/2023	Corporation: CALIFORNIA
ACROPRINT TECH INC.		08/14/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company, as Administrative Agent		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: NORTH CAROLINA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3876966	UATTEND	
Registration Number:	4606841	UPUNCH	
Registration Number:	4654272	UACCEPT	
Registration Number:	5178155	PAPERCLOUD	
Registration Number:	5342671	CITADEL	
Registration Number:	5571420	WORKWELL	
Registration Number:	5846403	WORKWELL	
Registration Number:	5892148	BUSINESS FIRST	
Registration Number:	6218457	CLOUDPUNCH	
Registration Number:	6334312	PUNCH TO PAY	
Serial Number:	97604336	UA UATTEND	
Serial Number:	97604247	UATTEND	
Serial Number:	97508030	WORKWELL PAYROLL	
Registration Number:	2860347	ACROPRINT	
Registration Number:	1251109	ACROPRINT	
Registration Number:	2798074	PENDULUM	
Registration Number:	2622854		
Registration Number:	4294870	TIMEQPLUS	

OP \$540.00 3876966

Property Type	Number	Word Mark
Registration Number:	4296668	FACEVERIFY
Registration Number:	4585984	ACROPRINT BIOTOUCH
Registration Number:	5840308	ACROPRINT PROPUNCH

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2093649 TM
NAME OF SUBMITTER:	Carolina Becerra
SIGNATURE:	/Carolina Becerra/
DATE SIGNED:	08/15/2023

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of August 14, 2023, is entered into by and among the Grantors listed on the signature page hereto (collectively, the “Grantor”) and **FIRST-CITIZENS BANK & TRUST COMPANY** (the “Assignee”), as Administrative Agent, pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Guarantee and Collateral Agreement”), among the Assignee, the Grantor, and certain other parties, and (ii) that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “Credit Agreement”), among the Grantor, the Assignee, certain other parties and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered and pending Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, no United States intent-to-use trademark or service mark application shall be deemed a “Trademark” to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under law (including where a statement of use has not been filed with, and accepted by, the United Patent and Trademark Office).

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Credit Agreement and Guarantee and Collateral Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

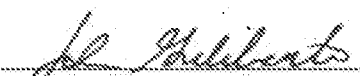
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

**FIRST-CITIZENS BANK & TRUST
COMPANY,**
as Administrative Agent

By: 
Name: John Gulliberto
Title: Vice President

GRANTORS:

WORKWELL TECHNOLOGIES, INC.,
a California corporation

By: 

Name: Chad Buckmaster

Title: President and Co-Chief Executive Officer

ACROPRINT TECH INC.,
a Delaware corporation

By: 

Name: Chad Buckmaster

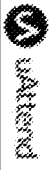
Title: President and Co-Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008168 FRAME: 0488

Schedule A to TRADEMARK SECURITY AGREEMENT
Registered and Pending Trademarks

Grantor: Workwell Technologies, Inc.:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No./Serial No. or Application No.</u>	<u>Registration Date or Application Date</u>
USA	<i>UAttend</i>	3876966	11/16/10
USA	UPUNCH	4606841	9/16/14
USA	UACCEPT	4654272	12/9/14
USA	PAPERCLOUD	5178155	4/4/17
USA	CITADEL	5342671	11/21/17
USA	WORKWELL	5571420	9/25/18
USA	workwell	5846403	8/27/19
USA	BUSINESS FIRST	5892148	10/22/19
USA	CLOUD PUNCH	6218457	12/8/20
USA	PUNCH TO PAY	6334312	4/27/21
USA		97604336	9/23/22
USA	UATTEND	97604247	9/23/22
USA	WORKWELL PAYROLL	97508030	7/18/22

Grantor: Acroprint Tech Inc.:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No./Serial No. or Application No.</u>	<u>Registration Date or Application Date</u>
USA	ACROPRINT	2860347	7/06/04
USA	Acroprint	1251109	9/13/83
USA	PENDULUM	2798074	12/23/03
USA	The color green as defined by the standard color control color code PMS 561 as applied to the surface of the goods.	2622854	9/24/02
USA	TIMEQPLUS	4294870	2/26/13
USA	FACE VERIFY	4296668	2/26/13
USA	ACROPRINT BIOTOUCH	4585984	8/12/14
USA	ACROPRIN PROPUNCH	5840308	8/20/19

TRADEMARK

REEL: 008168 FRAME: 0490

RECORDED: 08/15/2023

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