

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM832401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TC Lending, LLC, as Collateral Agent		08/14/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Workwell Technologies, Inc.		
<b>Street Address:</b>	2777 Loker Ave. W Ste. A		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92010		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4041938	TIME AND ATTENDANCE MADE SIMPLE...AND SM	
<b>Registration Number:</b>	3876966	UATTEND	
<b>Registration Number:</b>	4703175	UINVOICE	
<b>Registration Number:</b>	4703177	UTEXT	
<b>Registration Number:</b>	4606841	UPUNCH	
<b>Registration Number:</b>	4654272	UACCEPT	
<b>Registration Number:</b>	4843101	THE CONNECTED WORKPLACE	
<b>Registration Number:</b>	4661362	TEXTING FOR BUSINESS	
<b>Registration Number:</b>	5178155	PAPERCLOUD	
<b>Registration Number:</b>	5342671	CITADEL	
<b>Registration Number:</b>	5571420	WORKWELL	
<b>Registration Number:</b>	5846403	WORKWELL	
<b>Registration Number:</b>	5892148	BUSINESS FIRST	
<b>Serial Number:</b>	88815483	CLOUDPUNCH	
<b>Serial Number:</b>	90151887	PUNCH TO PAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 12027762046  
**Email:** jmfitzpatrick@cooley.com  
**Correspondent Name:** JENNIFER FITZPATRICK  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 1299 Pennsylvania Avenue, NW, Suite 700  
**Address Line 4:** WASHINGTON, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	342456-105
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<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
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<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
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<b>DATE SIGNED:</b>	08/16/2023
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**Total Attachments: 3**

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## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION OF TRADEMARK SECURITY AGREEMENT**, dated as of August 14, 2023 (this "*Termination*"), is executed by TC Lending, LLC ("*Collateral Agent*"), with an address at 2100 McKinney Avenue, Suite 1500, Dallas, TX 75201, in favor of Workwell Technologies, Inc., a California corporation ("*Grantor*"), with an address at 2777 Loker Ave W Ste A, Carlsbad, CA 92010.

### RECITALS

**WHEREAS**, Grantor, certain affiliates of Grantor and Collateral Agent entered into that certain Pledge and Security Agreement, dated as of October 19, 2020 (as amended or otherwise modified from time to time, the "*Security Agreement*");

**WHEREAS**, in connection with the Security Agreement, Grantor and Collateral Agent entered into that certain Grant of a Security Interest – Trademarks, dated as of October 19, 2020, recorded in the United States Patent and Trademark Office at Reel/Frame 7079/0439 (as amended or otherwise modified from time to time, the "*Agreement*") pursuant to which Grantor granted to Collateral Agent a security interest in the Collateral (as defined in the Agreement); and

**WHEREAS**, Collateral Agent has agreed to terminate and release its security interest in the Collateral (as defined in the Agreement) as herein provided.

**NOW, THEREFORE**, in consideration of the foregoing, Collateral Agent agrees as follows:

1. Collateral Agent, without representation, warranty or recourse, hereby terminates its security interest in the Collateral (as defined in the Agreement), including and the Trademarks (as defined in the Agreement) and Trademark applications listed on *Schedule 1* hereto.
2. Collateral Agent hereby authorizes Grantor or Grantor's agent to record this Termination with the United States Patent and Trademark Office and any other relevant governmental authority, at the Grantor's sole cost and expense.
3. This Termination and the rights and obligations of the parties under this Termination shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Collateral Agent has executed this Termination on the date first written above.

**COLLATERAL AGENT:**

**TC LENDING, LLC**



By: \_\_\_\_\_

Name: Robert (Bo) Stanley

Title: President

**SCHEDULE 1**  
**to the Termination to Trademark Security Agreement**

**TRADEMARKS**

**TRADEMARK Registrations and Applications**

<u>Country</u>	<u>Trademark</u>	<u>App./Reg. No.</u>	<u>App Date</u>	<u>Reg. Date</u>
<u>USA</u>	<u>TIME AND ATTENDANCE MADE SIMPLE . . . AND SMART!</u>	<u>4041938</u>	<u>3/21/11</u>	<u>10/18/11</u>
<u>USA</u>	<u>UATTEND</u>	<u>3876966</u>	<u>4/8/10</u>	<u>11/16/10</u>
<u>USA</u>	<u>UINVOICE</u>	<u>4703175</u>	<u>7/16/14</u>	<u>3/17/15</u>
<u>USA</u>	<u>UTEXT</u>	<u>4703177</u>	<u>7/16/14</u>	<u>3/17/15</u>
<u>USA</u>	<u>UPUNCH</u>	<u>4606841</u>	<u>7/8/13</u>	<u>9/16/14</u>
<u>USA</u>	<u>UACCEPT</u>	<u>4654272</u>	<u>1/13/14</u>	<u>12/9/14</u>
<u>USA</u>	<u>THE CONNECTED WORKPLACE</u>	<u>4843101</u>	<u>10/24/14</u>	<u>10/27/15</u>
<u>USA</u>	<u>TEXTING FOR BUSINESS</u>	<u>4661362</u>	<u>10/7/14</u>	<u>12/23/14</u>
<u>USA</u>	<u>PAPERCLOUD</u>	<u>5178155</u>	<u>4/29/16</u>	<u>4/4/17</u>
<u>USA</u>	<u>CITADEL</u>	<u>5342671</u>	<u>2/27/17</u>	<u>11/21/17</u>
<u>USA</u>	<u>WORKWELL</u>	<u>5571420</u>	<u>2/22/17</u>	<u>10/25/18</u>
<u>USA</u>	<u>WORKWELL</u>	<u>5846403</u>	<u>3/26/18</u>	<u>8/27/19</u>
<u>USA</u>	<u>BUSINESS FIRST</u>	<u>5892148</u>	<u>3/27/18</u>	<u>10/22/19</u>
<u>USA</u>	<u>CLOUD PUNCH</u>	<u>88/815483</u>	<u>2/28/20</u>	<u>Pending</u>
<u>USA</u>	<u>PUNCH TO PAY</u>	<u>90/151887</u>	<u>9/1/20</u>	<u>N/A</u>