

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM846000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIMPLIFIED BUSINESS SOLUTIONS, INC.		10/12/2023	Corporation: ARIZONA
iSolved National Broker Services, Inc.		10/12/2023	Corporation: ARIZONA
iSolved HCM Services, LLC		10/12/2023	Limited Liability Company: DELAWARE
Qqest Software Systems, Inc.		10/12/2023	Corporation: DELAWARE
ISOLVED, INC.		10/12/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	600 Washington Boulevard, 10th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3622448	AMERICA'S WAY TO PAY	
Registration Number:	3039318	AMCHECK	
Registration Number:	3137499	ONLINE EMPLOYER	
Registration Number:	2307476	PAYCHOICE	
Registration Number:	2800158	PAYCHOICE ONLINE	
Registration Number:	4608682	PAYCHOICE	
Registration Number:	2778738	TIMEFORCE	
Registration Number:	4453765	ISOLVED	
Registration Number:	2728410	COBRA ONLINE	
Registration Number:	2846062	INFINISOURCE	
Serial Number:	98077492	WHERE PEOPLE HEROES GROW	
Registration Number:	5262567	STONE MOUNTAIN BENEFITS	

CH \$315.00 3622448

CORRESPONDENCE DATA**Fax Number:** 8662271809*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:** 800-927-9801 x62348**Email:** pagodoa@gmail.com**Correspondent Name:** CSC Global**Address Line 1:** 1090 Vermont Avenue, NW, Suite 430**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** 897 (CSC ref# 1290512)**NAME OF SUBMITTER:** Penelope J.A. Agodoa**SIGNATURE:** /pja/**DATE SIGNED:** 10/15/2023**Total Attachments: 5**

source=897 (TM Simplified Business Solutions et al)#page1.tif

source=897 (TM Simplified Business Solutions et al)#page2.tif

source=897 (TM Simplified Business Solutions et al)#page3.tif

source=897 (TM Simplified Business Solutions et al)#page4.tif

source=897 (TM Simplified Business Solutions et al)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of October 12, 2023, by and among SIMPLIFIED BUSINESS SOLUTIONS, INC., iSolved HCM Services, LLC (f/k/a PAI Services, LLC), Qqest Software Systems, Inc., ISOLVED, INC. (f/k/a Infinisource, Inc.) and iSolved National Broker Services, Inc. (for itself and as successor in interest to Stone Mountain Benefits, LLC) (together and each severally, “Grantor”) and UBS AG, Stamford Branch, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of October 12, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to the Collateral Agent for itself and the benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by the Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

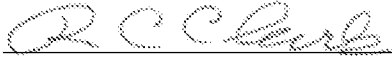
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]


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.

GRANTOR(S):


SIMPLIFIED BUSINESS SOLUTIONS, INC.,
an Arizona corporation

By: 
Name: Russell C. Clark
Title: Chief Financial Officer

ISOLVED HCM SERVICES, LLC,
a Delaware limited liability company
(formerly known as PAI SERVICES, LLC)

By: 
Name: Russell C. Clark
Title: Treasurer

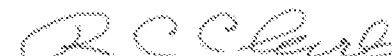
QQUEST SOFTWARE SYSTEMS, INC.,
a Delaware corporation

By: 
Name: Russell C. Clark
Title: Chief Financial Officer

ISOLVED, INC.,
a Michigan corporation
(formerly known as INFINISOURCE, INC.)

By: 
Name: Russell C. Clark
Title: Chief Financial Officer

ISOLVED NATIONAL BROKER SERVICES, INC.,
an Arizona corporation *(for itself and as successor in interest to STONE MOUNTAIN BENEFITS, LLC)*

By: 
Name: Russell C. Clark
Title: Chief Financial Officer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: PK

Name: Peter Hazoglou

Title: Authorized Signatory

By: Danielle Calo

Name: Danielle Calo

Title: Associate Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
AMERICA'S WAY TO PAY	77586047	3622448	Simplified Business Solutions, Inc.
AMCHECK	76598953	3039318	Simplified Business Solutions, Inc.
ONLINE EMPLOYER (Stylized) Online Employer	76504716	3137499	PAI Services, LLC ¹
PAYCHOICE	75592981	2307476	iSolved HCM Services, LLC
PAYCHOICE ONLINE	76493036	2800158	iSolved HCM Services, LLC
PAYCHOICE	86140988	4608682	iSolved HCM Services, LLC
TIMEFORCE	78137432	2778738	Qqest Software Systems, Inc.
ISOLVED	85851560	4453765	Infinisource, Inc. ²
COBRA ONLINE	76461993	2728410	Infinisource, Inc. ³
INFINISOURCE	76461830	2846062	Infinisource, Inc. ⁴
WHERE PEOPLE HEROES GROW	98077492	-- (pending)	ISOLVED, INC.
STONE MOUNTAIN BENEFITS	87165885	5262567	Stone Mountain Benefits, LLC ⁵

¹ Name Change from PAI Services, LLC to iSolved HCM Services, LLC to be filed.

² Name Change from Infinisource, Inc. to ISOLVED, INC. to be filed

³ Name Change from Infinisource, Inc. to ISOLVED, INC. to be filed

⁴ Name Change from Infinisource, Inc. to ISOLVED, INC. to be filed

⁵ Name Change from Stone Mountain Benefits, LLC to iSolved National Broker Services, Inc. to be filed.