

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM866089

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the RECEIVING PARTY NAME AND ADDRESS ON THE COVER SHEET previously recorded on Reel 008266 Frame 0959. Assignor(s) hereby confirms the Security Interest..
RESUBMIT DOCUMENT ID:	900819295
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIMEADE, INC.		09/21/2023	Corporation: WASHINGTON
TinyHR, Inc.		09/21/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA, as the Collateral Agent
Street Address:	155 Wellington Street West, 8th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5V 3K7
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4470997	LIMEADE
Registration Number:	4462855	LIMEADE
Registration Number:	4462854	LIMEADE
Registration Number:	4462856	LIMEADE
Registration Number:	4477419	LIMEADE
Registration Number:	3396405	LIMEADE
Registration Number:	4607140	CLIENTPULSE
Registration Number:	5054696	TINYPULSE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 22946.00058

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 01/05/2024

Total Attachments: 8

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIMEADE, INC.		09/21/2023	Corporation: WASHINGTON
TinyHR, Inc.		09/21/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC, as Collateral Agent
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4470997	LIMEADE
Registration Number:	4462855	LIMEADE
Registration Number:	4462854	LIMEADE
Registration Number:	4462856	LIMEADE
Registration Number:	4477419	LIMEADE
Registration Number:	3396405	LIMEADE
Registration Number:	4607140	CLIENTPULSE
Registration Number:	5054696	TINYPULSE

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 21, 2023, is made by the undersigned (each a “Grantor”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated June 5, 2015, as amended by Amendment No. 1 to Credit Agreement, dated as of March 8, 2017, Amendment No. 2 to Credit Agreement, dated as of September 15, 2017, Amendment No. 3 to Credit Agreement, dated as of February 23, 2021, and as may be further amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IB Aggregator II L.P., a Delaware limited partnership (“Parent II”), Indigo Intermediate Co II, LLC, a Delaware limited liability company (“IntermediateCo II” and, together with Parent II, each a “Parent” and collectively, the “Parents”), Indigo Merger Sub II, LLC (the “Initial Borrower”), and, following the consummation of the Acquisition (including the mergers contemplated by the Acquisition Agreement), MH Sub I, LLC, a Delaware limited liability company (“LLC Borrower” and, together with the Initial Borrower, each a “Borrower” and collectively, the “Borrowers”), the Lenders from time to time party thereto, and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of July 8, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

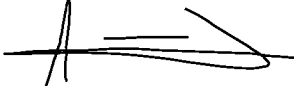
LIMEADE, INC.,
as a Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: CFO

TINYHR, INC.,
as a Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: CFO

ROYAL BANK OF CANADA,
as the Collateral Agent

By:  _____

Name: Annie Lee

Title: Manager, Agency Services

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Limeade, Inc.	86038338	4470997	LIMEADE
Limeade, Inc.	86048196	4462855	LIMEADE
Limeade, Inc.	86048186	4462854	LIMEADE
Limeade, Inc.	86048222	4462856	LIMEADE
Limeade, Inc.	85944379	4477419	LIMEADE
Limeade, Inc.	78930388	3396405	LIMEADE
TinyHR, Inc.	86074895	4607140	CLIENTPULSE
TinyHR, Inc.	86932875	5054696	TINYPULSE