

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM870961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FIRST-CITIZENS BANK & TRUST COMPANY	FORMERLY SILICON VALLEY BANK	12/29/2023	Corporation: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	ONE SOURCE VIRTUAL, INC. (f/k/a ONE SOURCE VIRTUAL HR, INC.)
<b>Street Address:</b>	9001 Cypress Waters Blvd.
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75019
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	ONE SOURCE CANADA HOLDINGS LLC
<b>Street Address:</b>	9001 Cypress Waters Blvd.
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75019
<b>Entity Type:</b>	Limited Liability Company: TEXAS

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
<b>Registration Number:</b>	3956404	ONESOURCE VHR
<b>Registration Number:</b>	4720497	PAYROLL ATMOSPHERE
<b>Registration Number:</b>	4621542	ONESOURCE VIRTUAL
<b>Registration Number:</b>	4621543	ONESOURCE VIRTUAL
<b>Serial Number:</b>	85949870	INABLE
<b>Registration Number:</b>	5407739	TAXEX
<b>Registration Number:</b>	4921180	ONESOURCE VIRTUAL
<b>Registration Number:</b>	4991897	OSV
<b>Registration Number:</b>	6901404	OSVATMOSPHERE
<b>Registration Number:</b>	6901405	OSVSUPPORT
<b>Serial Number:</b>	88048043	OSVTEAM
<b>Registration Number:</b>	6901406	OSVTALK

TRADEMARK

900830746

REEL: 008326 FRAME: 0539

CH \$415.00 3956404

Property Type	Number	Word Mark
Registration Number:	6290864	MYFLEXPAY
Serial Number:	90406179	MYFLEXPAY
Registration Number:	6332363	
Serial Number:	90406193	

**CORRESPONDENCE DATA**

Fax Number: 6508023100

*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: 6508023000

Email: juan.arias@weil.com

Correspondent Name: Marc Policastro

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 201 Redwood Shores Parkway

Address Line 4: Redwood Shores, CALIFORNIA 94065-1134

**ATTORNEY DOCKET NUMBER:** M. Policastro-66474.0007

**NAME OF SUBMITTER:** Marc Policastro

**SIGNATURE:** /Marc Policastro/

**DATE SIGNED:** 01/24/2024

**Total Attachments: 7**

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## TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement, dated as of December 29, 2023 (this “**Release**”) is made with regard to that certain Intellectual Property Security Agreement entered into as of December 31, 2013 (as amended from time to time, “**Agreement**”) by and among **SILICON VALLEY BANK**, a division of **FIRST-CITIZENS BANK & TRUST COMPANY** (“**Bank**”), **ONE SOURCE VIRTUAL, INC.** (f/k/a **ONE SOURCE VIRTUAL HR, INC.**) (“**One Source**”) and **ONE SOURCE CANADA HOLDINGS LLC** (“**Holdings**”, together with One Source, individually and collectively, jointly and severally, the “**Grantor**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Bank agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement, dated as of December, 31, 2014, by and between Bank and the Grantor (as amended to date, the “**Loan Agreement**”).

WHEREAS, the Agreement was supplemented by that certain (i) Supplement No. 1 to Intellectual Property Security Agreement dated as of June 25, 2018, (ii) Supplement No. 2 to Intellectual Property Security Agreement dated as of July 29, 2019 and (iii) Supplement No. 3 to Intellectual Property Security Agreement dated as of February 18, 2022 in favor of the Bank, pursuant to which the Grantor granted a security interest in certain Intellectual Property Collateral;

WHEREAS, pursuant the Agreement, which was recorded on (i) June 26, 2018 at Reel 046203, Frame 0512 (ii) June 26, 2018 at Reel 046203, Frame 0570 and (iii) June 25, 2020 at Reel 053036, Frame 0134 in the Patent division of the U.S. Patent and Trademark Office, the Grantor granted Bank a security interest in certain patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications (collectively, the “**Patents**”) listed in the Exhibit B hereto.

WHEREAS, pursuant the Agreement, which was recorded on (i) June 26, 2018 at Reel 6365, Frame 0452 (ii) June 16, 2018 at Reel 6364, Frame 0123 (iii) July 30, 2019 at Reel 6707, Frame 0433 (iv) June 25, 2020 at Reel 6979, Frame 0821 and (v) February 18, 2022 at Reel 7638, Frame 0993 in the Trademark division of the U.S. Patent and Trademark Office, the Grantor granted Bank a security interest in certain trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of business of Grantor connected with and symbolized by such trademarks (collectively, the “**Trademarks**”) listed in the Exhibit C hereto.

WHEREAS, the Grantor has paid and satisfied in full its Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that Bank has released its security interests in and to the Intellectual Property Collateral and to expunge any recordation of the security interest insofar as it pertains to the Intellectual Property Collateral.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank forever releases and discharges the entire security interest in and to all of the Intellectual Property Collateral, including the Trademarks and Patents.

Bank hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the Intellectual Property Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordings of such security interest in the Intellectual Property Collateral.

Bank acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. Bank represents and warrants that it has not transferred or assigned all or any part of the security interest in the Intellectual Property Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, Lender has caused this Release to be executed by a duly authorized officer thereunto as of the date first written above.

**FIRST-CITIZENS BANK & TRUST  
COMPANY**

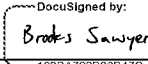
By:  \_\_\_\_\_  
Name: Brooks Sawyer  
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Application / Patent Number</u>	<u>Application / Patent Date</u>
System and method for service provision in a multi-tenant environment	14081002 9965339	11/15/2013 5/8/2018
Identifying and formatting data for data migration	14081118	11/15/2013
System and method for service provision in a multi-tenant environment	15974580	5/8/2018
System and method for service provision in a multi-tenant environment	14770161.9	2/25/2014

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Application / Trademark Number</u>	<u>Application / Registration Date</u>
ONESOURCE VHR	77607986	11/5/2008
	3956404	5/10/2011
PAYROLL ATMOSPHERE	85506816	12/31/2011
	4720497	4/14/2015
ONESOURCE VIRTUAL	85554351	2/28/2012
	4621542	10/14/2014
ONESOURCE VIRTUAL	85554356	2/28/2012
	4621543	10/14/2014
INABLE	85949870	6/4/2013
PAYROLL ATMOSPHERE	85506816	12/31/2011
	4720497	4/14/2015
ONESOURCE VIRTUAL	85554351	2/28/2012
	4621542	10/14/2014
ONESOURCE VIRTUAL	85554356	2/28/2012
	4621543	10/14/2014
TAXEX	86119039	11/14/2013
	5407739	2/20/2018
ONESOURCE VIRTUAL	86546763	2/26/2015
	4921180	3/22/2016
OSV	86784796	10/12/2015
	4991897	7/5/2016



OSVATMOSPHERE	88048028	7/23/2018
	6901404	11/15/2022
OSVSUPPORT	88048034	7/23/2018
	6901405	11/15/2022
OSVTEAM	88048043	7/23/2018
OSVTALK	88048050	7/23/2018
	6901406	11/15/2022
MYFLEXPAY	88834053	3/13/2020
	6290864	3/9/2021
MYFLEXPAY	90/406,179	12/23/2020
MyFlexPay Logo	90/051,658	7/14/2020
	6,332,363	4/27/2021
MyFlexPay Logo	90/406,193	12/23/2021
MYFLEXPAY	A0100190	9/14/2020
	1596596	9/14/2020
MYFLEXPAY	A0110336	6/23/2021
	1610424	6/23/2021
MyFlexPay Logo	A0104115	1/12/2021
	1598105	1/12/2021
MyFlexPay Logo	A0110337	6/23/2021
	1610044	6/23/2021