

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638973

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fort Effect Corp.		04/13/2021	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	7711 Plantation Road		
<b>Internal Address:</b>	MAC R4057-01R		
<b>City:</b>	Roanoke		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	24019		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85899640	LUUM	
<b>Serial Number:</b>	85665488	LUUM	
<b>Serial Number:</b>	88727212	LUUM	
<b>Serial Number:</b>	88727211		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<i>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.</i>			
<b>Phone:</b>	2129061209		
<b>Email:</b>	JESSICA.BAJADA-SILVA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	037216-0040		
<b>NAME OF SUBMITTER:</b>	Jessica Bajada-Silva		
<b>SIGNATURE:</b>	/s/ Jessica Bajada-Silva		
<b>DATE SIGNED:</b>	04/13/2021		
<b>Total Attachments: 5</b>			

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 13, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by Fort Effect Corp. (the “Grantor”) and Wells Fargo Bank, N.A., as Administrative Agent (in such capacity and together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, HealthEquity, Inc., a Delaware corporation (the “Borrower”), has entered into a Credit Agreement, dated as of August 30, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Credit Agreement”), with the banks and other financial institutions and entities from time to time party thereto, and the Administrative Agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of August 30, 2019, in favor of the Administrative Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). Capitalized terms used and not defined herein have the meanings given to such terms in the Guarantee and Collateral Agreement.

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, the Trademark Collateral (as defined below), to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any successor office thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

**I. GRANT OF SECURITY.** The Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor’s right, title and interest in and to the following (the “Trademark Collateral”), 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:

1. (i) all U.S. trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1 attached hereto, however, not including any pending “intent-to-use” application for registration of a trademark or service mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the

grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Law, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and other violations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, payments arising out of any other sale, lease, license or other disposition thereof and damages and payments for past, present or future infringements and other violations thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above, and (v) any and all proceeds of the foregoing;

**II. RECORDATION.** The Grantor authorizes and requests that the Register of Trademarks and any other applicable government officer, as applicable, record this Security Agreement.

**III. EXECUTION IN COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts (including by facsimile or other electronic imaging means), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**IV. GOVERNING LAW.** This Trademark Security Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate in any way hereto or the negotiation, execution or performance thereof or the transactions contemplated hereby, unless otherwise expressly set forth therein, shall be governed by, and construed in accordance with, the law of the state of New York.

**V. CONFLICT PROVISION.** This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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

FORT EFFECT CORP.

By: E. C. Hall

Name: E. Sohler Hall  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**WELLS FARGO BANK, N.A.**, as Administrative Agent

By: 

Name: Darin Mullis

Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007254 FRAME: 0069**

**TRADEMARKS**

Schedule 1

Trademarks and Trademark Applications

Borrower/Grantor	Trademark	Jurisdiction	Application #	Filing Date	Date Registered	Registration #	status
Fort Effect Corp.	Luum Logo	US	85/899,640	4/9/2013	11/19/2013	4,436,322	Registered
Fort Effect Corp.	LUUM	US	85/665,488	6/29/2012	2/18/2014	4,485,864	Registered
Fort Effect Corp.	LUUM	US	88/727,212	12/13/2019	1/5/2021	6,236,672	Registered
Fort Effect Corp.	Luum Logo	US	88/727,211	12/13/2019	1/5/2021	6,236,671	Registered