

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689787

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TINYHR INC. | | 11/12/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 SIX MILE ROAD | | |
| Internal Address: | MC 7578 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4607140 | CLIENTPULSE | |
| Registration Number: | 5054696 | TINYPULSE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028427899 | | |
| <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> | | | |
| Phone: | 202-776-2046 | | |
| 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. 20004-2400 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1831 | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |
| DATE SIGNED: | 11/22/2021 | | |
| Total Attachments: 5 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 12, 2021 by and among COMERICA BANK ("Bank") and TINYHR INC., a Delaware corporation ("Grantor").

RECITALS

A. LIMEADE, INC., a Washington corporation ("Limeade") and LIMEADE TECHNOLOGIES CANADA INC., a Quebec corporation ("Technologies"; and Limeade are collectively the "Existing Borrowers", and with Grantor, the "Borrowers") and Bank are parties to that certain Amended and Restated Loan and Security Agreement dated as of May 10, 2019, as amended from time to time including without limitation by that certain First Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of June 17, 2020, and that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of December 30, 2020 (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement"). Existing Borrowers, Grantor and Bank desire to amend the Loan Agreement by that certain Third Amendment and Joinder to Amended and Restated Loan and Security Agreement dated as of the date hereof to add Grantor as a Borrower under the Loan Agreement (the "Amendment"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Intellectual Property Security Agreement.

GRANTOR:

Address of Grantor:

TINYHR INC.

10885 NE 4th Street, Suite 400
Bellevue, WA 98004
Attn: legal@limcade.com

DocuSigned by:
By: Todd Spartz
C8CF43182BA14F2...

Name: Todd Spartz
Title: Chief Financial Officer

BANK:

Address of Bank:

COMERICA BANK

m/c 7578
39200 Six Mile Road
Livonia, MI 48152

DocuSigned by:
By: Shane Merkord
C7E55E6364084A7...

Name: Shane Merkord
Title: Vice President

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

| Description | Registration/ Serial Number | Registration/ Application Date |
|--------------------|--|---|
| CLIENTPULSE | 4607140 | 09/16/14 |
| TINYPULSE | 5054696 | 10/4/16 |