

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Supplement to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Obsidian Agency Services, Inc.		04/28/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Workrise Technologies Inc. (f/k/a RigUp, Inc.)		
Street Address:	111 Congress Ave., Suite 900		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5563481	WORKRISE	
Serial Number:	90507498		
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	070083-0001		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/03/2023		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Termination”), dated as of April 28, 2023, is executed by Obsidian Agency Services, Inc., a California corporation, as agent for Lenders (the “Agent”), and in favor of Workrise Technologies Inc. (f/k/a RigUp, Inc.), a Delaware corporation (“Grantor”). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Supplemental Security Agreement (defined below).

RECITALS

A. Pursuant to that certain Intellectual Property Security Agreement, dated as of March 11, 2020 (the “Security Agreement”), executed by Grantor in favor of Agent, Grantor granted to Agent a security interest in the Collateral (as defined therein).

B. Pursuant to that certain Supplement to Intellectual Property Security Agreement, dated as of September 17, 2021 (the “Supplemental Security Agreement”), executed by Grantor in favor of Agent, Grantor (a) reaffirmed all prior grants of security interests in favor of the Collateral Agent in all of Grantor’s right, title, and interest in, to, and under the Collateral identified on Schedule I to the Security Agreement prior to the effectiveness of the Supplemental Security Agreement and (b) granted to the Collateral Agent security interests in all of Grantor’s right, title, and interest in, to, and under the Additional Collateral (defined below) identified on Schedule A to the Supplemental Security Agreement.

C. Agent agrees to terminate and release its security interest in the Additional Collateral as specified below.

AGREEMENT

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

(a) Agent expressly terminates and releases all of Agent’s right, title and interest in, to and under the following (collectively, the “Additional Collateral”):

(i) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(ii) all licenses providing for the grant by or to Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(iii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(iv) all goodwill of Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(v) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue or recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Credit Agreement (including, without limitation, Exhibit A thereof), and shall not include any property of Grantor excluded from the definition of "Collateral" under the Credit Agreement.

(b) Agent represents and warrants that it has the full power and authority to execute this Termination.

(c) Agent authorizes Grantor or its designee to record this Termination with any governmental authority Grantor or its designee deems necessary or appropriate.

IN WITNESS WHEREOF, Agent has executed and delivered this Termination as of the day and year first above written.

OBSIDIAN AGENCY SERVICES, INC., as Agent




Name: Rajneesh Singh

Title: Managing Director

**SCHEDULE I
TO
TERMINATION AND RELEASE OF
SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks:

Trademark	Trademark Number	Date of Filing	Jurisdiction of Filing	Name of trademark holder
WORKRISE	5,563,481	9/18/2018	USA	Workrise Technologies, Inc.
	N/A	2/3/2021	USA	Workrise Technologies, Inc.