

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434429

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oasis Outsourcing Holdings, Inc.		06/30/2017	Corporation: FLORIDA
Doherty Employment Group, Inc.		06/30/2017	Corporation: MINNESOTA
Oasis Outsourcing, Inc.		06/30/2017	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Administrative Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2115702	OASIS
Registration Number:	2763260	
Registration Number:	2549720	OASIS
Registration Number:	2597498	OASIS
Registration Number:	3477135	TODAY PAY
Registration Number:	4080631	OASIS TAX ADVANTAGE
Serial Number:	77955797	OASIS STAFFSOURCING
Serial Number:	86365983	OASIS TIMEKEEPER
Serial Number:	86365994	OASIS TIMEKEEPER
Serial Number:	86740512	DOHERTY ADMINISTRATIVE SERVICES
Serial Number:	86708632	DOHERTY EMPLOYER SERVICES
Serial Number:	86708583	DOHERTY EMPLOYMENT GROUP

CORRESPONDENCE DATA

Fax Number: 2123037064

TRADEMARK

REEL: 006102 FRAME: 0177

900412704

CH \$315.00 2115702

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: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 200 Park Avenue, 28th Floor
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	78436.00162 2L
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	07/10/2017

Total Attachments: 17

source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page1.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page2.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page3.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page4.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page5.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page6.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page7.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page8.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page9.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page10.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page11.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page12.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page13.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page14.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page15.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page16.tif
source=Project Grayhawk Oasis Outsourcing Second Lien Intellectual Property SA#page17.tif

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated June 30, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Royal Bank of Canada, as administrative agent (the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Administrative Agent hereunder are subject to the provisions of the Second Lien Intercreditor Agreement, dated as of June 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Intercreditor Agreement”), among Royal Bank of Canada, as collateral agent, as First Lien Representative for the Initial First Lien Secured Parties, Royal Bank of Canada, as collateral agent, as Second Lien Representative for the Initial Second Lien Secured Parties, and each additional Representative from time to time party thereto. In the event of any conflict between the terms of the Second Lien Intercreditor Agreement and this IP Security Agreement, the terms of the Second Lien Intercreditor Agreement shall govern and control. Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, until the Discharge of First Lien Obligations, any obligation of any Grantor hereunder or under any other Loan Document with respect to the delivery or control of any Collateral shall be deemed to be satisfied if the Grantor complies with the requirements of the similar provision of the applicable First Lien Security Agreement.

WHEREAS, Oasis Outsourcing Holdings, Inc., a Florida corporation, Oasis Outsourcing Acquisition Corporation, a Delaware corporation, Oasis Acquisition, Inc., a Delaware corporation, WRI Acquisition, Inc., a Florida corporation and Today Pay, Inc., a Delaware corporation, have entered into the Second Lien Credit Agreement, dated as of June 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), with the Lenders and the Administrative Agent. Terms defined in the Second Lien Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Second Lien Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders, each Grantor has executed and delivered that certain Second Lien Security Agreement dated June 30, 2017 among the Grantors and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder

to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

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

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the laws of the United States of America or any state thereof (the "Collateral"):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions, including those claimed or disclosed therein and all improvements thereto ("Patents");

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

(iv) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");

(v) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual and intangible property of any type, including, without limitation, industrial designs and mask works;

(vi) all registrations and applications for registration for any of the foregoing in the United States Patent and Trademark Office or the United States Copyright Office, as applicable, including, without limitation, the registrations

and applications for registration of United States intellectual property set forth in Schedule I hereto (as may be supplemented from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(vii) all written agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary ("IP Agreements") and all rights of such Grantor thereunder; and

(viii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (v), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Assets, including, but not limited to, any intent-to-use trademark applications prior to the filing, and acceptance by the United States Patent and Trademark Office, of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, if any, to the extent that, and solely during the period in which, the grant of a security interest therein prior to such filing and acceptance would impair the validity or enforceability of such intent-to-use trademark applications or the resulting trademark registrations under applicable federal law.

SECTION 2. Security for ObligationsThe grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that they are unenforceable or not allowable due to the effects of Debtor Relief Laws.

SECTION 3. RecordationEach Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in CounterpartsThis IP Security Agreement may be executed in any number of counterparts, 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. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Agreement.

SECTION 5. Grants, Rights and RemediesThis IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) ANY AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 6 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT, (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR, IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION AND (IV) IN THE EVENT A LEGAL ACTION OR PROCEEDING IS BROUGHT AGAINST ANY PARTY HERETO OR INVOLVING ANY OF ITS ASSETS OR PROPERTY IN ANOTHER COURT (WITHOUT ANY COLLUSIVE ASSISTANCE BY SUCH PARTY OR ANY OF ITS SUBSIDIARIES OR AFFILIATES), SUCH PARTY FROM ASSERTING A CLAIM OR DEFENSE (INCLUDING ANY CLAIM OR DEFENSE THAT THIS SECTION 5 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT) IN ANY SUCH ACTION OR PROCEEDING.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY

APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 5(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 7. Mutual Drafting.

The parties hereto have participated jointly in the negotiation and drafting of this IP Security Agreement. If an ambiguity or question of intent or interpretation arises, this IP Security Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this IP Security Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

OASIS OUTSOURCING HOLDINGS, INC.

By: 

Name: Jarryd Levine

Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006102 FRAME: 0184

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

DOHERTY EMPLOYMENT GROUP, INC.

By: 

Name: Jarryd Levine

Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006102 FRAME: 0185

IN WITNESS WHEREOF, each Grantor and the Administrative Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

OASIS OUTSOURCING, INC.

By: 

Name: Jarryd Levine

Title: Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

TRADEMARK

REEL: 006102 FRAME: 0186

**ROYAL BANK OF CANADA, as
Administrative Agent**

By: 
Name: _____
Title: Ann, Hurley
Manager, Agency

[SIGNATURE PAGE TO SECOND LIEN IP SECURITY AGREEMENT]

**TRADEMARK
REEL: 006102 FRAME: 0187**

**Schedule I to the
Second Lien Intellectual Property Security Agreement**






INTELLECTUAL PROPERTY

(a) Patents, Trademarks, Domain Names and Copyrights

Patents

None.

Trademarks

Mark	Registration Number	Registration Date	Registered Owner
OASIS	2,115,702	11/25/1997	Oasis Outsourcing Holdings, Inc.
(color) 	2,763,260	09/16/2003	Oasis Outsourcing Holdings, Inc.
(black and white) 	2,549,720	03/19/2002	Oasis Outsourcing Holdings, Inc.
(color) 	2,597,498	07/23/2002	Oasis Outsourcing Holdings, Inc.
TODAY PAY	3,477,135	07/29/2008	Oasis Outsourcing Holdings, Inc.
OASIS TAX ADVANTAGE	4,080,631	01/03/2012	Oasis Outsourcing Holdings, Inc.
 OASIS OUTSOURCING	77/955,797	03/09/2010	Oasis Outsourcing Holdings, Inc.
 OASIS TIME KEEPER	86/365,983	08/13/2014	Oasis Outsourcing Holdings, Inc.

Mark	Registration Number	Registration Date	Registered Owner
OASIS TIMEKEEPER	86/365,994	08/13/2014	Oasis Outsourcing Holdings, Inc.
DOHERTY ADMINISTRATIVE SERVICES, INC.	86/740512	8/28/2015	Doherty Employment Group, Inc.
DOHERTY EMPLOYER SERVICES	86/708632	7/29/2015	Doherty Employment Group, Inc.
DOHERTY EMPLOYMENT GROUP	86/708583	7/29/2015	Doherty Employment Group, Inc.

Domain Names
<u>advantageemployersolutions.com</u>
<u>advantagees.com</u>
<u>advantec-hr.com</u>
<u>advantec-ondemand.com</u>
<u>link2oasis.com</u>
<u>linktooasis.com</u>
<u>maxhr.com</u>
<u>mytodaypay.com</u>
<u>nhradvantage.com</u>
<u>oasisadvantage.biz</u>
<u>oasisadvantage.com</u>
<u>oasisadvantage.info</u>
<u>oasisadvantage.mobi</u>

Domain Names
<u>oasisadvantage.name</u>
<u>oasisadvantage.net</u>
<u>oasisadvantage.org</u>
<u>oasisadvantage.us</u>
<u>oasisadvantage.ws</u>
<u>oasisassistant.com</u>
<u>oasisbusinessservices.com</u>
<u>oasisbusinessservice.com</u>
<u>oasisbusinessservices.com</u>
<u>oasisemailsystem.com</u>
<u>oasisenrollment.com</u>
<u>oasisgroupinc.com</u>
<u>oasisinterviews.com</u>
<u>oasismail.net</u>
<u>oasisoutsourcing.biz</u>
<u>oasisoutsourcing.com</u>
<u>oasisoutsourcing.info</u>
<u>oasisoutsourcing.mobi</u>
<u>oasisoutsourcing.name</u>
<u>oasisoutsourcing.net</u>
<u>oasisoutsourcing.org</u>
<u>oasisoutsourcingpayplus.com</u>
<u>oasisoutsourcing.us</u>

Domain Names
<u>oasisoutsourcing.ws</u>
<u>oasispayplusadvantage.com</u>
<u>oasispayplus.com</u>
<u>oasispayroll.com</u>
<u>oasisstaffing.biz</u>
<u>oasisstaffing.com</u>
<u>oasisstaffing.info</u>
<u>oasisstaffing.mobi</u>
<u>oasisstaffing.name</u>
<u>oasisstaffing.net</u>
<u>oasisstaffing.org</u>
<u>oasisstaffing.us</u>
<u>oasisstaffing.ws</u>
<u>oasisvm.com</u>
<u>payplusadvantage.com</u>
<u>peplans.com</u>
<u>professionalemloyerplans.com</u>
<u>salesmailsystem.com</u>
<u>showpartnerspayroll.com</u>
<u>smartpayrollonline.com</u>
<u>todaypayvine.com</u>
<u>wackenhutresources.com</u>
<u>webmail.oasisadvantage.com</u>

Domain Names
<u>wservices.oasisassistant.com</u>
<u>Alhr.com</u>
<u>a-1hr.com</u>
<u>a-1contractstaffing.com</u>
<u>algroupbenefits.com</u>
<u>alvoluntarybenefits.com</u>
<u>dohertryemployment.com</u>
<u>dohertryemploymentgroup.com</u>
<u>dohertryemploymentgroup.net</u>
<u>dohertryhrdirect.biz</u>
<u>dohertryhrdirect.com</u>
<u>dohertryhro.biz</u>
<u>dohertryhro.com</u>
<u>dohertrypeo.com</u>
<u>dohertryeg.com</u>
<u>psmin.com</u>
<u>centuryii.net</u>
<u>esghr.com</u>

Copyrights

Title	Reg. No.	Date of Recordation	Owner
Federal Grant Program Database	TX 649-200	May 9, 1997	Oasis Outsourcing, Inc.

(b) Agreements relating to Intellectual Property

ScorPEO Program License Agreement between ScorPEO ie Davison and the Company, dated January 1, 2002.

Software Maintenance and Support Agreement between F.W. Davison & Company, Inc. and Wackenhut Resources, Inc., dated January 1, 2002.

Master Agreement, dated October 16, 2013, by and between Oasis Outsourcing, Inc. and Carousel Industries of North America, Inc. ScorPEO Program License Agreement, dated April 11, 2003, between Doherty Employment Group, Inc. (now Oasis DEG, Inc.) and F.W. Davison & Company Inc. (now PrismHR), regarding Doherty Employment Group, Inc.'s use of ScorPEO Human Resource Payroll System for Professional Employer Organizations (now HRPYramid).

Vertex Inc. Software License Agreement, dated April 11, 2003, between Doherty Employment Group, Inc. (now Oasis DEG, Inc.) and Vertex Inc. regarding Doherty Employment Group, Inc.'s use of QuantumTM for Payroll Tax.

SaaSr Agreement.

Agreement, dated November 18, 2005, its Addendum, dated November 14, 2006, and the License Agreement Amendment, dated October 7, 2013, all by and between DEG and Teknon Corporation dba Symmetry Software, regarding DEG's use of Symmetry Payroll Forms (previously known as Employee Exemption Certificate Software Development Kit).

Microsoft Enterprise Agreement and Microsoft Business and Services Agreement.

VMWare ESXi 5.5.

TRADE NAMES

The following entities have used 'A1 HR' as a Trade Name:

- Oasis Outsourcing Admin II, Inc.
- Oasis Outsourcing Contract III, Inc.
- Oasis Outsourcing HR, Inc.

- Oasis Outsourcing Contract VII, Inc.
- Oasis Outsourcing Contract II, Inc.
- Oasis Outsourcing Contract, Inc.
- Oasis Outsourcing Admin, Inc.
- Oasis Outsourcing Admin Group, Inc.
- Oasis Outsourcing Contract IV, Inc.
- Oasis Outsourcing Contract Group, Inc.

The following assumed/trade names have been used by Oasis DEG, Inc. and Oasis DEG ASO, Inc.:

- Doherty Employer Services
- Doherty HRO
- Doherty Payroll Services

The following assumed/trade names have been used by Oasis DEG, Inc. and Oasis DEG ASO, Inc. (f/k/a Doherty Employment Group, Inc. and Doherty Administrative Services, Inc.) in the past, but were retained by their former parent (Doherty Staffing Solutions, Inc.):

- The Employment Experts
- Doherty Employment Experts
- Doherty At Home
- Doherty Career Solutions
- Doherty Customer Contact Solutions

- Doherty Payroll Solutions
- Doherty Scientific Resources
- Doherty Top Talent

The following assumed/trade names have been used by the following entities:

Grantor	Trade Name
ESG Insurance, Inc.	Aspen Cove Insurance, Inc.
Employer Solutions Group of Idaho, Inc.	ESG of Idaho, Inc.
Employer Solutions Group of Utah, Inc.	Beehive Homes of Salem
Employer Solutions Group of Utah II, Inc.	ESG of Utah II, Inc.
ESSG, Inc.	Employer Solutions Staffing Group, Inc.
Precision Employee Management, L.L.C.	Checkmate Professional Employer