

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810462

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WeHero LLC		05/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2, Suite IL1-1145		
Internal Address:	Middle Market Servicing		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6298061	WEHERO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127018637		
Email:	ipdocket@mayerbrown.com		
Correspondent Name:	William R. Siegel, Mayer Brown LLP		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	22724470		
NAME OF SUBMITTER:	William R. Siegel		
SIGNATURE:	/william r siegel/		
DATE SIGNED:	05/15/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of May 15, 2023 is among WeHero LLC, a Delaware limited liability company (the “Grantor”), and JPMorgan Chase Bank, N.A. (the “Lender”) on behalf of the Lender and the other Secured Parties (as defined in the Security Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of December 16, 2022 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, the other Loan Parties party thereto and the Lender, the Lender has extended Commitments to make Loans and issue Letters of Credit to the Borrowers;

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of December 16, 2022, with the other Grantors (as defined therein) party thereto and the Lender (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, the Grantor owns the trademark (the “Trademark”) listed on Exhibit A attached hereto, which Trademark is pending or registered with the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement;

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

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in the Collateral. The Grantor grants to the Lender for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of the Grantor (the “Collateral”), whether now owned or hereafter acquired, all of Grantor’s right, title and interest in and to the Trademark set forth in Exhibit A, together with (2) all proceeds and products of the Trademark, (3) the goodwill associated with such Trademark, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademark or unfair competition regarding the same.

Notwithstanding anything to the contrary above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance 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, solely 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, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rule or regulation or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

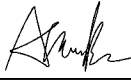
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[signature pages follow]

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

WEHERO LLC


By: 
Name: **Andy Vandenberg**
Title: **Chief Operating Officer**

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 008072 FRAME: 0622

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A.

By: 
Name: Elizabeth O'Connor
Title: Authorized Officer

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Owner	Mark	Reg. No./ (App. No.)
WeHero LLC	WEHERO	6298061