

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second-Lien Intellectual Property Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kronos Technology Systems Limited Partnership		10/30/2012	LIMITED PARTNERSHIP: MASSACHUSETTS
Kronos Talent Management Inc.		10/30/2012	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent for the Second-Lien Secured Parties
Street Address:	Eleven Madison Ave
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1931365	ALTITUDE
Registration Number:	3128380	ALTITUDE DREAM
Registration Number:	3570951	ALTITUDE PAIRING
Registration Number:	3570952	ALTITUDE PBS
Registration Number:	1815382	CARDSAVER
Registration Number:	1759079	DATAKEEPER
Registration Number:	1935727	GATEKEEPER
Registration Number:	1973823	GATEKEEPER CENTRAL
Registration Number:	1847262	KEEP.TRAC
Registration Number:	1163542	KRONOS
Registration Number:	3751591	KRONOS

OP \$665.00 1931365

Registration Number:	1767961	K
Registration Number:	4071121	KRONOS INTOUCH
Registration Number:	2735480	KRONOS TOUCH ID
Registration Number:	2706362	MY GENIES
Registration Number:	2944477	OPTILINK
Registration Number:	2057854	SHIFTLOGIC
Registration Number:	1702996	SHOPTRAC
Registration Number:	1401881	TIMEKEEPER CENTRAL
Registration Number:	2831559	VISIONWARE
Registration Number:	2625552	WORKFORCE ACCRUALS
Registration Number:	2567915	WORKFORCE CENTRAL
Registration Number:	2665962	WORKFORCE GENIE
Registration Number:	2621763	WORKFORCE TELETIME
Registration Number:	2643971	UNICRU
Serial Number:	85535602	KRONOS WORKFORCE READY

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F141980
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/
Date:	11/01/2012

Total Attachments: 6
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SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND-LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of October 30, 2012, among the Persons listed on the signature pages hereof (the "Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Second-Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second-Lien Security Agreement, dated as of October 30, 2012 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Second-Lien Security Agreement"), among KRONOS ACQUISITION CORPORATION, a Delaware corporation ("Holdings"), KRONOS INCORPORATED, a Massachusetts corporation (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as collateral agent for the Second-Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Second-Lien Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Second-Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Second-Lien Security Agreement to the Collateral Agent in such Grantor's U.S. Registered Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Registered Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Second-Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the "Collateral").

SECTION 2. Security for Second-Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Second-Lien Obligations and would be owed to the Collateral Agent or the Second-Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Second-Lien 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 Collateral Agent with respect to the Collateral are more fully set forth in the Second-Lien 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 Second-Lien Security Agreement, the terms of the Second-Lien Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Second-Lien Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Second-Lien Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Second-Lien Credit Agreement (whether or not then in effect).


SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Second-Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second-Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the

reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each Grantor and the Collateral have duly executed and delivered as of the date first above written.

KRONOS TECHNOLOGY SYSTEMS
LIMITED PARTNERSHIP
KRONOS TALENT MANAGEMENT INC.


By: _____

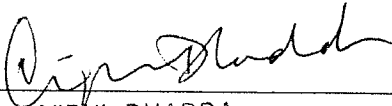

Name: Aron Alin
Title: Authorized Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004892 FRAME: 0415

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: John D. Toronto
Title: Managing Director

By: 
Name: VIPUL DHADDA
Title: ASSOCIATE

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004892 FRAME: 0416

SCHEDULE A TO THE
SECOND-LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Trademark	Registration Number	Registration Date	Serial/ Application #
Kronos Technology Systems Limited Partnership	ALTITUDE	1931365	10/31/95	74/588380
Kronos Technology Systems Limited Partnership	ALTITUDE DREAM	3128380	8/15/06	76/606747
Kronos Technology Systems Limited Partnership	ALTITUDE PAIRING	3570951	2/10/09	76/606714
Kronos Technology Systems Limited Partnership	ALTITUDE PBS	3570952	2/10/09	76/606715
Kronos Technology Systems Limited Partnership	CARDSAVER	1815382	1/4/94	74/337126
Kronos Technology Systems Limited Partnership	DATAKEEPER	1759079	3/16/93	74/100359
Kronos Technology Systems Limited Partnership	GATEKEEPER	1935727	11/14/95	74/222044
Kronos Technology Systems Limited Partnership	GATEKEEPER CENTRAL	1973823	5/14/96	74/222610
Kronos Technology Systems Limited Partnership	KEEP.TRAC	1847262	7/26/94	74/320939
Kronos Technology Systems Limited Partnership	KRONOS	1163542	8/4/81	73/237610
Kronos Technology Systems Limited Partnership	KRONOS	3751591	2/23/10	77/750712
Kronos Technology Systems Limited Partnership	KRONOS LOGO	1767961	4/27/93	74/241353
Kronos Technology Systems Limited Partnership	KRONOS INTOUCH	4071121	12/13/11	77/862631
Kronos Technology Systems Limited Partnership	KRONOS TOUCH ID	2735480	7/8/03	76/347468
Kronos Technology Systems Limited Partnership	MY GENIES	2706362	4/15/03	76/319186
Kronos Technology Systems Limited Partnership	OPTILINK	2944477	4/26/05	76/486069
Kronos Technology Systems Limited Partnership	SHIFTLOGIC	2057854	4/29/97	74/588500
Kronos Technology Systems Limited Partnership	SHOPTRAC	1702996	7/28/92	74/200277
Kronos Technology Systems Limited Partnership	TIMEKEEPER CENTRAL	1401881	7/22/86	73/534545
Kronos Technology Systems Limited Partnership	VISIONWARE	2831559	4/13/04	76/493893
Kronos Technology Systems Limited Partnership	WORKFORCE ACCRUALS	2625552	9/24/02	75/739150
Kronos Technology Systems Limited Partnership	WORKFORCE CENTRAL	2567915	5/7/02	75/739190
Kronos Technology Systems Limited Partnership	WORKFORCE GENIE	2665962	12/24/02	76/319352
Kronos Technology Systems Limited Partnership	WORKFORCE TELETIME	2621763	9/17/02	75/751309
Kronos Talent Management, Inc.	UNICRU	2643971	10/29/02	76/136341
Kronos Technology Systems Limited Partnership	KRONOS WORKFORCE READY	Pending	Pending	85/535602