

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302643

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|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WORKFORCE SOFTWARE, LLC | | 04/24/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 2400 HANOVER STREET | | |
| City: | PALO ALTO | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94304 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3416936 | EMPCENTER | |
| Serial Number: | 86133499 | WORKFORCE SOFTWARE | |
| Serial Number: | 86195374 | EMPLIVE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8004947512 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 202-370-4750 | | |
| Email: | ipteam@nationalcorp.com | | |
| Correspondent Name: | Joanna McCall | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, DISTRICT OF COLUMBIA 20005 | | |
| ATTORNEY DOCKET NUMBER: | F149540 | | |
| NAME OF SUBMITTER: | MONICA COURTADE | | |
| SIGNATURE: | /MONICA COURTADE/ | | |
| DATE SIGNED: | 04/25/2014 | | |
| Total Attachments: 5 | | | |
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 24, 2014 is entered into by and among **WORKFORCE SOFTWARE, LLC**, a Delaware limited liability company (the “*Borrower*”, and together with any other entity that may become a party hereto as provided herein, each a “*Grantor*” and, collectively, the “*Grantors*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of April 24, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantors, and certain of the Grantor’s affiliates, and (ii) that certain Credit Agreement, dated as of April 24, 2014 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, the Grantor, certain of the Grantor’s affiliates, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors have granted in favor of the Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by the Grantors to the Assignee pursuant to the Guarantee and Collateral Agreement, the Grantors hereby grant to the Assignee a security interest in all of the Grantors’ right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors’ Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof except any application for registration of Collateral filed with the USPTO on an intent to use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the USPTO, at which such time Collateral shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Schedule A hereto contains a true and accurate list of all of the Grantors' federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, the Grantors authorize the Assignee, upon notice to the Grantors, to modify this Agreement without obtaining the Grantors' signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantors or to delete any reference to any right, title or interest in any Trademarks in which the Grantors no longer have or claim any right, title or interest. The Grantors additionally agree to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

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

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Matthew Wright

Name: Matthew Wright

Title: Director

Address of Assignee:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, California 94304
Attention: Matthew Wright
Facsimile No.: (650) 362-6481

GRANTORS:

WORKFORCE SOFTWARE, LLC,
a Delaware limited liability company

By: *Kk*

Name: Kevin Choksi

Title: *CEO*

Address of Grantors:

Workforce Software, LLC
38705 Seven Mile Road, Suite 300
Livonia, MI 48152
Attn: Dave Hawkins
Facsimile No.: (734) 542-0635

[Signature Page to Trademark Security Agreement]

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks

| Owner | Trademark | Registration # | Registration Date |
|-------------------------|------------------|-----------------------|--------------------------|
| WorkForce Software, LLC | EMPCENTER | 3,416,936 | April 29, 2008 |

Pending Trademark Applications

| Applicant | Trademark | Application # | Filing Date |
|-------------------------|-----------------------|----------------------|--------------------|
| WorkForce Software, LLC | WORKFORCE SOFTWARE | 86133499 | December 3, 2013 |
| WorkForce Software, LLC | EMPLIVE | 86195374 | February 17, 2014 |