

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387297

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank, as Administrative Agent		06/09/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Workforce Software, LLC		
Street Address:	38705 Seven Mile Road, Suite 300		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: DELAWARE		
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:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinprocter.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128995.250868		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		
DATE SIGNED:	06/09/2016		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

As of June 9, 2016

WHEREAS, **WORKFORCE SOFTWARE, LLC**, a Delaware limited liability company (the "*Borrower*") and the other Grantors party thereto (collectively with the Borrower, the "*Grantors*"), entered into that certain Trademark Security Agreement, dated as of April 24, 2014 (the "*Trademark Security Agreement*"), among the Grantors and **SILICON VALLEY BANK**, in its capacity as Administrative Agent (in such capacity, the "*Assignee*"), 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 Borrower's affiliates party thereto from time to time, 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*"), by and among the Borrower, the Assignee and certain lenders party thereto, a true and correct copy of said Trademark Security Agreement having been recorded with the United States Patent and Trademark Office on April 25, 2014, at Reel 5268, Frame 0240; and

WHEREAS, the Grantors have requested that the Assignee release, discharge fully, and reassign to the applicable Grantors the Assignee's security interests in and liens on all right, title and interest of the Grantors in, to and under all of the Grantors' respective Trademarks, including, but not limited to, those Trademarks identified on Exhibit A hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee hereby:

1. terminates the Trademark Security Agreement and releases, discharges fully and reassigns to each Grantor, as applicable, any and all liens and security interests of the Assignee in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, including, but not limited to, the Trademarks identified on Exhibit A hereto;
2. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given; and
3. agrees that it shall, and at any Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to such Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

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* IN WITNESS WHEREOF, the Assignee has caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered as of the date first above written

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: 

Name: _____

Title: _____

Janice Ahn

Vee President

Signature Page to Termination and Release of Security Interest in Trademarks

TRADEMARK
REEL: 005809 FRAME: 0972

EXHIBIT A

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