

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404646

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Release
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		11/01/2016	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Kronos Technology Systems Limited Partnership
Street Address:	297 Billerica
City:	Chelmsford
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Limited Partnership: MASSACHUSETTS

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
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

OP \$665.00 1931365

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	4243596	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 using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166391 TechTal 2L TM Rel
NAME OF SUBMITTER:	Emily Ohannessian
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	11/07/2016

Total Attachments: 4

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EXECUTION VERSION

Release of Security Interest in Trademarks

November 1, 2016

WHEREAS, Kronos Incorporated, certain of its subsidiaries and Credit Suisse AG, Cayman Islands Branch (“**Credit Suisse**”), in its capacity as Collateral Agent for the Second-Lien Secured Parties (as each term is defined in the Second-Lien Security Agreement (as defined below)), entered into that certain Second-Lien Security Agreement dated as of October 30, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Second-Lien Security Agreement**”);

WHEREAS, pursuant to the Second-Lien Security Agreement, Credit Suisse, Kronos Technology Systems Limited Partnership and Kronos Talent Management Inc. (the “**Grantors**”) entered into that certain Second-Lien Intellectual Property Security Agreement dated October 30, 2012 and recorded with the United States Patent and Trademark Office on November 1, 2012 on Reel No. 4892, Frame 0410 (the “**Second-Lien IP Security Agreement**”);

WHEREAS, under the Second-Lien IP Security Agreement, the Grantors granted to Credit Suisse a security interest in certain Collateral (as defined in the Second-Lien IP Security Agreement), including those items set forth on Schedule 1 hereto (the “**Released Collateral**”); and

WHEREAS, Credit Suisse desires to release the security interest granted by the Grantors under the Second-Lien IP Security Agreement in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit Suisse, as Collateral Agent for the Second-Lien Secured Parties, does hereby unconditionally, irrevocably and absolutely terminate, release, extinguish and forever discharge, without recourse or warranty, the security interest granted under the Second-Lien IP Security Agreement in the Released Collateral, together with all of the goodwill of the business connected with the use of, or symbolized by, such Released Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys to the Grantors all right, title and interest of Credit Suisse in, to and under such Released Collateral and such goodwill granted under the Second-Lien IP Security Agreement. This Release of Security Interest in Trademarks shall be binding upon Credit Suisse’s legal representatives, assigns and successors and upon the Second-Lien Secured Parties. Credit Suisse also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Collateral.

IN WITNESS WHEREOF, Credit Suisse has caused this Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By:  _____

Name: Judith Smith
Title: Authorized Signatory

By:  _____

Name: Joan Park
Title: Authorized Signatory

[Signature Page to Second-Lien Trademarks Release]

Schedule 1

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	4243596	11/13/2012	85/535602