

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM404648

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT                                      |
| <b>NATURE OF CONVEYANCE:</b> | FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT |
| <b>SEQUENCE:</b>             | 1   |

## CONVEYING PARTY DATA

| Name  | Formerly | Execution Date | Entity Type                        |
|---|----------|----------------|------------------------------------|
| Empower Software Solutions, Inc.              |          | 11/01/2016     | Corporation: DELAWARE              |
| DATAMATICS MANAGEMENT SERVICES, INC.          |          | 11/01/2016     | Corporation: NEW JERSEY            |
| TIME LINK INTERNATIONAL CORPORATION           |          | 11/01/2016     | Corporation: NEW YORK              |
| KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |          | 11/01/2016     | Limited Partnership: MASSACHUSETTS |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | NOMURA CORPORATE FUNDING AMERICAS, LLC, as Collateral Agent |
| <b>Street Address:</b> | 309 West 49th Street, World Wide Plaza                      |
| <b>City:</b>           | NEW YORK  |
| <b>State/Country:</b>  | NEW YORK  |
| <b>Postal Code:</b>    | 10019   |
| <b>Entity Type:</b>    | Limited Liability Company: DELAWARE                         |

## PROPERTY NUMBERS Total: 29

| Property Type               | Number  | Word Mark          |
|-----------------------------|---------|--------------------|
| <b>Registration Number:</b> | 1931365 | ALTITUDE           |
| <b>Registration Number:</b> | 3128380 | ALTITUDE DREAM     |
| <b>Registration Number:</b> | 3570951 | ALTITUDE PAIRING   |
| <b>Registration Number:</b> | 3570952 | ALTITUDE PBS       |
| <b>Registration Number:</b> | 1815382 | CARDSAVER          |
| <b>Registration Number:</b> | 1759079 | DATAKEEPER         |
| <b>Registration Number:</b> | 4513322 | EZCALL             |
| <b>Registration Number:</b> | 1935727 | GATEKEEPER         |
| <b>Registration Number:</b> | 1973823 | GATEKEEPER CENTRAL |
| <b>Registration Number:</b> | 1847262 | KEEP.TRAC          |
| <b>Registration Number:</b> | 1163542 | KRONOS             |

OP \$740.00 1931365

| Property Type        | Number  | Word Mark                  |
|----------------------|---------|----------------------------|
| 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                 |
| 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: | 4243596 | KRONOS WORKFORCE READY     |
| Registration Number: | 3714376 | TIMELINK                   |
| Registration Number: | 3886885 | EMPOWER SOFTWARE SOLUTIONS |
| Registration Number: | 4388334 | EMPOWER TAX                |
| Registration Number: | 2222161 | DATAMATICS                 |

#### 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

|                                |                     |
|--------------------------------|---------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | F166391 1L TM IPSA  |
| <b>NAME OF SUBMITTER:</b>      | Emily Ohannessian   |
| <b>SIGNATURE:</b>              | /Emily Ohannessian/ |
| <b>DATE SIGNED:</b>            | 11/07/2016          |

#### Total Attachments: 6

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**FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of November 1, 2016, among the Persons listed on the signature pages hereof (each, individually, a “Grantor” and, collectively, the “Grantors”), and NOMURA CORPORATE FUNDING AMERICAS, LLC, as collateral agent for the First 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 First Lien Security Agreement, dated as of November 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “First Lien Security Agreement”), among KRONOS ACQUISITION CORPORATION, a Delaware corporation, 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 and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7 and 1.8 of the First Lien Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the First 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 First Lien Security Agreement to the Collateral Agent in such Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

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 First 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 and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Collateral”).

SECTION 2. Security for First 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 First Lien Obligations and would be owed to the Collateral Agent or the First 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 such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks 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 First 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 First 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 First Lien Security Agreement, the terms of the First 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.**

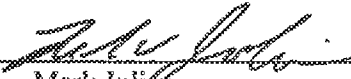
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First Lien 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 First Lien Security Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the First Lien Credit Agreement (whether or not then in effect).

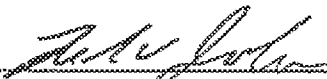
SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable 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, the Grantors and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

EMPOWER SOFTWARE SOLUTIONS, INC.  
DATAMATICS MANAGEMENT SERVICES, INC.,  
each as a Grantor

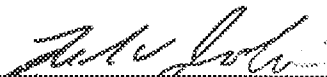
By:   
Name: Mark Julien  
Title: Treasurer

TIME LINK INTERNATIONAL CORPORATION,  
as a Grantor

By:   
Name: Mark Julien  
Title: Vice President, Chief Financial Officer  
and Treasurer

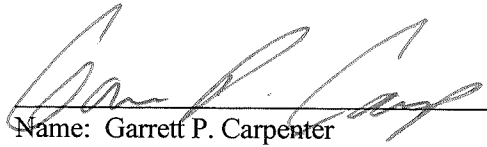
KRONOS TECHNOLOGY SYSTEMS LIMITED  
PARTNERSHIP,  
as a Grantor

By: Kronos Securities Corporation, its general partner

By:   
Name: Mark Julien  
Title: Treasurer

NOMURA CORPORATE FUNDING AMERICAS,  
LLC, as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Garrett P. Carpenter", is written over a horizontal line.

Name: Garrett P. Carpenter

Title: Managing Director

*[Signature Page to First Lien Trademark Security Agreement]*

SCHEDULE A TO THE  
FIRST LIEN INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

| <b>Trademark</b>   | <b>Serial/Registration Number</b> | <b>Current Owner of Record</b>                |
|--------------------|-----------------------------------|---|
| ALTITUDE           | 1931365                           | Kronos Technology Systems Limited Partnership |
| ALTITUDE DREAM     | 3128380                           | Kronos Technology Systems Limited Partnership |
| ALTITUDE PAIRING   | 3570951                           | Kronos Technology Systems Limited Partnership |
| ALTITUDE PBS       | 3570952                           | Kronos Technology Systems Limited Partnership |
| CARDSAVER          | 1815382                           | Kronos Technology Systems Limited Partnership |
| DATAKEEPER         | 1759079                           | Kronos Technology Systems Limited Partnership |
| EZCALL             | 4513322                           | Kronos Technology Systems Limited Partnership |
| GATEKEEPER         | 1935727                           | Kronos Technology Systems Limited Partnership |
| GATEKEEPER CENTRAL | 1973823                           | Kronos Technology Systems Limited Partnership |
| KEEP.TRAC          | 1847262                           | Kronos Technology Systems Limited Partnership |
| KRONOS             | 1163542                           | Kronos Technology Systems Limited Partnership |
| KRONOS             | 3751591                           | Kronos Technology Systems Limited Partnership |
| KRONOS LOGO        | 1767961                           | Kronos Technology Systems Limited Partnership |
| KRONOS INTOUCH     | 4071121                           | Kronos Technology Systems Limited Partnership |
| KRONOS TOUCH ID    | 2735480                           | Kronos Technology Systems Limited Partnership |
| MY GENIES          | 2706362                           | Kronos Technology Systems Limited Partnership |
| OPTILINK           | 2944477                           | Kronos Technology Systems Limited Partnership |
| SHIFTLOGIC         | 2057854                           | Kronos Technology Systems Limited Partnership |
| TIMEKEEPER CENTRAL | 1401881                           | Kronos Technology Systems Limited Partnership |
| VISIONWARE         | 2831559                           | Kronos Technology Systems Limited Partnership |
| WORKFORCE ACCRUALS | 2625552                           | Kronos Technology Systems Limited Partnership |
| WORKFORCE CENTRAL  | 2567915                           | Kronos Technology Systems Limited Partnership |
| WORKFORCE GENIE    | 2665962                           | Kronos Technology Systems Limited Partnership |

| <b>Trademark</b>           | <b>Serial/Registration<br/>Number</b> | <b>Current Owner of Record</b>                |
|----------------------------|---------------------------------------|---|
| WORKFORCE TELETIME         | 2621763                               | Kronos Technology Systems Limited Partnership |
| KRONOS WORKFORCE READY     | 4243596                               | Kronos Technology Systems Limited Partnership |
| TIMELINK                   | 3714376                               | Time Link International Corporation           |
| EMPOWER SOFTWARE SOLUTIONS | 3886885                               | Empower Software Solutions, Inc.              |
| EMPOWERTAX                 | 4388334                               | Empower Software Solutions, Inc.              |
| DATAMATICS                 | 2222161                               | Datamatics Management Services, Inc.          |