

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Financial Management Solutions, Inc.		05/02/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC		
Street Address:	309 West 49th Street, Worldwide Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4854606	FINANCIAL MANAGEMENT SOLUTIONS	
Registration Number:	4836525	FMSI	
Registration Number:	4865838	FMSI STRONGER PERFORMANCE, SHARPER EARNI	
Registration Number:	4805762	LOBBY TRACKER	
Registration Number:	4921504	OMNIX	
Registration Number:	4921505	APPOINTMENT CONCIERGE	
Registration Number:	4836526	STRONGER PERFORMANCE, SHARPER EARNINGS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F169937 TM 2nd Lien		
NAME OF SUBMITTER:	Emily Ohannessian		

OP \$190.00 4854606

SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	05/03/2017
Total Attachments: 5 source=#89629024v1 - (Kronos -2L Trademark Security Agreement (Sent to NCR))#page2.tif source=#89629024v1 - (Kronos -2L Trademark Security Agreement (Sent to NCR))#page3.tif source=#89629024v1 - (Kronos -2L Trademark Security Agreement (Sent to NCR))#page4.tif source=#89629024v1 - (Kronos -2L Trademark Security Agreement (Sent to NCR))#page5.tif source=#89629024v1 - (Kronos -2L Trademark Security Agreement (Sent to NCR))#page6.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of May 2, 2017, among the Person listed on the signature pages hereof (the “Grantor”), and NOMURA CORPORATE FUNDING AMERICAS, LLC, 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 November 1, 2016 (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, 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 Second 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 Second Lien Security Agreement, the 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 the Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

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

SECTION 1. Grant of Security. Subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, the Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of the 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 the 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 Second Lien Obligations. Subject to the provisions of the First Lien/Second Lien Intercreditor Agreement, the grant of a security interest in the Collateral by the 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 the Grantor.

SECTION 3. Recordation. The 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 Second Lien Security Agreement. The 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 the 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, the 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 Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

FINANCIAL MANAGEMENT SOLUTIONS, INC.,
as the Grantor

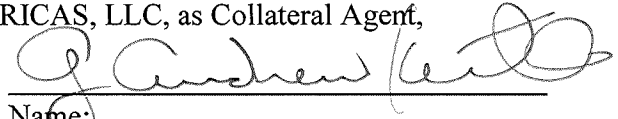
By: _____


Name: Aron Win
Title: Authorized Signatory

[Signature Page to Second Lien Trademark Security Agreement]

NOMURA CORPORATE FUNDING
AMERICAS, LLC, as Collateral Agent,

By:



Name:

Title:

G. Andrew Keith
Executive Director

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trademark	Serial/Registration Number	Current Owner of Record
FINANCIAL MANAGEMENT SOLUTIONS	4854606	Financial Management Solutions, Inc.
FMSI	4836525	Financial Management Solutions, Inc.
FMSI STRONGER PERFORMANCE, SHARPER EARNINGS	4865838	Financial Management Solutions, Inc.
LOBBY TRACKER	4805762	Financial Management Solutions, Inc.
OMNIX	4921504	Financial Management Solutions, Inc.
APPOINTMENT CONCIERGE	4921505	Financial Management Solutions, Inc.
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