

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429023

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asure Software, Inc.		05/25/2017	Corporation: DELAWARE
Compass HRM, Inc.		05/25/2017	Corporation: FLORIDA
iSystems, LLC		05/25/2017	Limited Liability Company: VERMONT

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Ave.
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4364507	COMPASS HUMAN RESOURCE MANAGEMENT
Registration Number:	4223580	INSIGHT4M3
Registration Number:	2519015	EVOLUTION
Registration Number:	5105662	SMARTVIEW
Registration Number:	4995889	GEOPUNCH
Registration Number:	4204494	ADITOUCH
Registration Number:	4204493	ADIPAD
Registration Number:	3959761	ADI TIME
Registration Number:	4039865	FACE TIME CLOCK
Registration Number:	4325525	ASURESPACE
Registration Number:	4205490	ASUREFORCE
Registration Number:	3597925	ROOMTAG
Registration Number:	3568332	ASURE SOFTWARE
Registration Number:	3517517	ROOMTAG
Registration Number:	2856225	PEOPLECUBE
Registration Number:	2856224	PEOPLECUBE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1674876	MEETING MAKER

CORRESPONDENCE DATA

Fax Number:

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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe St.
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.533
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	05/26/2017

Total Attachments: 9

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 25 day of May, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of May 25, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Asure Software, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Amended and Restated Guaranty and Security Agreement, dated as of May 25, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as

the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by

different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. AMENDMENT AND RESTATEMENT. This Amended and Restated Trademark Security Agreement amends and restates in its entirety (i) that certain Trademark Security Agreement dated as of March 20, 2014, by Grantor in favor of Agent (the "Asure Trademark Security Agreement"), (ii) that certain Trademark Security Agreement dated as of March 20, 2014 by Grantor in favor of Agent (the "ADI Trademark Security Agreement"), (iii) that certain Trademark Security Agreement dated as of March 20, 2014 by Grantor in favor of Agent (the "Legiant Trademark Security Agreement"), and (iv) that certain Trademark Security Agreement dated as of March 20, 2014, by Grantor in favor of Agent (the "MM Trademark Security Agreement"; together with the Asure Trademark Security Agreement, ADI Trademark Security Agreement, Legiant Trademark Security Agreement, the "Original Trademark Agreements") and shall not act as a termination, release or novation of the Original Trademark Security Agreements.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

ASURE SOFTWARE, INC.

By 

Name: Patrick Goepel

Title: Chief Executive Officer and President

GRANTOR:

COMPASS HBM, INC., a Florida corporation

By: 

Name: Patrick Goepel

Title: Chief Executive Officer and President

GRANTOR:

**ISYSTEMS, LLC, a Vermont limited liability
company**

By: 

Name: Patrick Goepel

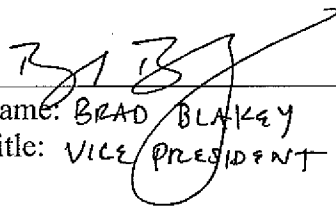
Title: Chief Executive Officer and President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: _____


Name: BRAD BLAKEY

Title: VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Compass HRM, Inc.	USA	BROKER-TECH	86/868609 <i>(Intent to Use)</i>	1/7/16
Compass HRM, Inc.	USA	COMPASS HUMAN RESOURCE MANAGEMENT	4364507	7/9/13
iSystems, LLC	USA	INSIGHT4M3	4223580	10/16/12
iSystems, LLC	USA	EVOLUTION	2519015	12/18/01
Asure Software, Inc.	USA	THE PEOPLE SUCCESS COMPANY	86/951880 <i>(Intent to Use)</i>	3/24/16
Asure Software, Inc.	USA	FOTOPUNCH	86/727717 <i>(Intent to Use)</i>	8/17/15
Asure Software, Inc.	USA	AIRCLOCK	86/727724 <i>(Intent to Use)</i>	8/17/15
Asure Software, Inc.	USA	PEOPLE SUCCESS	86/951862 <i>(Intent to Use)</i>	3/24/16
Asure Software, Inc.	USA	SMARTVIEW	5105662	12/20/16
Asure Software, Inc.	USA	GEOPUNCH	4995889	7/12/16
Asure Software, Inc.	USA	ADITOUCH	4204494	9/11/12
Asure Software, Inc.	USA	ADIPAD	4204493	9/11/12
Asure Software, Inc.	USA	ADI TIME	3959761	5/10/11
Asure Software, Inc.	USA	FACE TIME CLOCK	4039865	4/23/13
Asure Software, Inc.	USA	ASURESPACE	4325525	9/11/12
Asure Software, Inc.	USA	ASUREFORCE	4205490	9/11/12

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Asure Software, Inc.	USA	ROOMTAG	3597925	3/31/09
Asure Software, Inc.	USA	ASURE SOFTWARE	3568332	1/27/09
Asure Software, Inc.	USA	ROOMTAG	3517517	10/14/08
Asure Software, Inc.	USA	PEOPLECUBE	2856225	6/22/04
Asure Software, Inc.	USA	PEOPLECUBE	2856224	6/22/04
Asure Software, Inc.	USA	MEETING MAKER	1674876	2/11/92