

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471929

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ceridian HCM, Inc.		04/30/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank AG New York Branch, as administrative agent and as collateral agent
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Banking Corporation: GERMANY

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4924217	MAKES WORK LIFE BETTER
Registration Number:	4652703	RELATEDMATTERS
Registration Number:	4652705	TEAMRELATE
Registration Number:	4645558	TRUSTED RESULTS. TRANSFORMATIVE TECHNOLO
Registration Number:	4792675	INSIGHTS
Registration Number:	4179825	KNOW. HOW.
Registration Number:	4099264	CERIDIAN
Registration Number:	4158033	C CERIDIAN
Registration Number:	2890133	CERIDIAN
Registration Number:	2767159	SOURCE TAX ONLINE
Registration Number:	2133234	HR/COMPLY
Registration Number:	1868786	CERIDIAN
Registration Number:	1488798	COBRASERV

## CORRESPONDENCE DATA

Fax Number: 2134522329

*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.*

CH \$340.00 4924217

**Phone:** 2136207848  
**Email:** iprecordations@whitecase.com  
**Correspondent Name:** Justine Lu/White & Case LLP  
**Address Line 1:** 555 South Flower Street, 2700  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:** 1104031-0524-S216

**NAME OF SUBMITTER:** Justine Lu

**SIGNATURE:** /Justine Lu/

**DATE SIGNED:** 04/30/2018

**Total Attachments: 8**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 30, 2018, (this "Agreement"), by Ceridian HCM, Inc., a Delaware corporation (the "Grantor") in favor of Deutsche Bank AG New York Branch ("DBNY"), as administrative agent and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Guarantee and Collateral Agreement, dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, Ceridian HCM Holding Inc., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and DBNY, as Administrative Agent. Consistent with the requirements set forth in Sections 4.02 and 5.09 of the Credit Agreement and Section 3.01(c) of the Guarantee and Collateral Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement (including any terms defined therein by reference).

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the "IP Collateral"):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Patents, including the issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto
- C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and
- D. all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Guarantee and Collateral Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

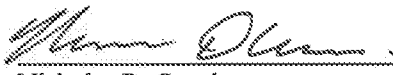
SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. **Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

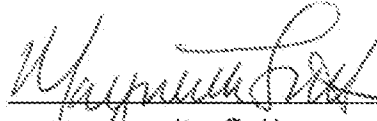
CERIDIAN HCM, INC.

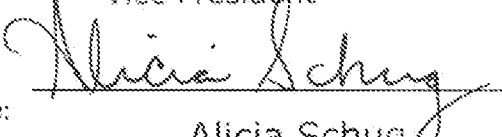
By:   
Name: Nicholas D. Cucci  
Title: Vice President and Treasurer

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006323 FRAME: 0437**

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent

By:   
Name: Marguerite Sutton  
Title: Vice President

By:   
Name: Alicia Schug  
Title: Vice President

**SCHEDULE I**

TRADEMARK REGISTRATIONS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Ceridian HCM, Inc.	4924217	MAKES WORK LIFE BETTER
Ceridian HCM, Inc.	4652703	RELATEDMATTERS
Ceridian HCM, Inc.	4652705	TEAMRELATE
Ceridian HCM, Inc.	4645558	TRUSTED RESULTS. TRANSFORMATIVE TECHNOLOGY
Ceridian HCM, Inc.	4792675	INSIGHTS
Ceridian HCM, Inc.	4179825	Know.How.Cube & design
Ceridian HCM, Inc.	4099264	CERIDIAN
Ceridian HCM, Inc.	4158033	C CERIDIAN
Ceridian HCM, Inc.	2890133	Ceridian
Ceridian HCM, Inc.	2767159	Source Tax Online
Ceridian HCM, Inc.	2133234	HR/Comply
Ceridian HCM, Inc.	1868786	Ceridian
Ceridian HCM, Inc.	1488798	COBRASERV

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

**PATENTS**

None.

**PATENT APPLICATIONS**

None.

Schedule II to Intellectual Property Security Agreement



**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000949755	Client application data production
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000949756	Client media production
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000949758	Client services production process
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034954	COBRA Notification/election form: CS-205C/6/90
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034947	COBRA Notification form: CS-205C/1/91
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034951	COBRA Notification Form: CS-205C/12/94
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034952	COBRA Notification form: CS-205C/4/94
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034955	COBRA Notification Form: CS-205C/5/91
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034956	COBRA Notification form: CS-205C/7/91
Ceridian HCM, Inc. (as successor to Ceridian Benefits Services, Inc.)	TX0005034953	COBRA Notification form: CS-205C/7/92
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000953668	Maximi\$er
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000949757	Media management production
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000953669	Qualitap: version 7.0
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC,	TXu000949759	Radio market report production process

Schedule III to Exhibit A to Intellectual Property Security Agreement

formerly known as Ceridian Corporation)		
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000953670	Tapscan radio: version 7.0
Ceridian HCM, Inc. (as assignee of THL/Cannae Investors LLC, formerly known as Ceridian Corporation)	TXu000953671	TvSCAN

COPYRIGHT APPLICATIONS

None.