

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506412

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dayforce Talent LLC		01/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, 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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5325895	PAYSA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123548113		
<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>			
<b>Phone:</b>	6463667120		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	Daniel Gold		
<b>Address Line 1:</b>	1221 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0524-N997		
<b>NAME OF SUBMITTER:</b>	Daniel Gold		
<b>SIGNATURE:</b>	/Daniel Gold/		
<b>DATE SIGNED:</b>	01/17/2019		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 17, 2019, (this “Agreement”), by Dayforce Talent LLC, a Delaware limited liability company (the “Grantor”) in favor of Deutsche Bank AG New York Branch (“DBNY”), as collateral agent for the Secured Parties (in such capacities, the “Collateral Agent”).

Reference is made to that certain Guarantee and Collateral Agreement, dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented and/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 and as collateral 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, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral 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 Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

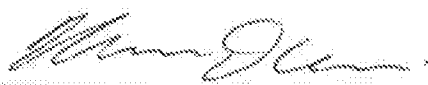
SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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.

DAYFORCE TALENT LLC

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

[Signature Page to IP Security Agreement]

**TRADEMARK**  
**REEL: 006528 FRAME: 0871**

**SCHEDULE I**

TRADEMARK REGISTRATIONS

<b>GRANTOR</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Dayforce Talent LLC	5325895	Paysa

TRADEMARK APPLICATIONS

None.

**SCHEDULE II**

PATENTS

None.

PATENT APPLICATIONS

GRANTOR	APPLICATION NUMBER	TITLE
Dayforce Talent LLC	62/370,617	AI-Based Job Recommendation Engine
Dayforce Talent LLC	15/667,496	Career Data Analysis Systems and Methods

**SCHEDULE III**

**COPYRIGHT REGISTRATIONS**

None.

**COPYRIGHT APPLICATIONS**

None.