

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534491

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Workforce Software, LLC		07/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC		
Street Address:	100 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3416936	EMPCENTER	
Registration Number:	4659663	EMPCENTER	
Registration Number:	4659668	EMPCENTER	
Registration Number:	4609330	EMPLIVE	
Registration Number:	5011439	MAKING WORK EASY	
Registration Number:	5005145	WFS	
Registration Number:	4830531	WFS A WORKFORCE SOFTWARE COMPANY	
Registration Number:	4915779	WORKFORCE ACADEMY	
Registration Number:	4955212	WORKFORCE ACADEMY	
Registration Number:	4608651	WORKFORCE SOFTWARE	
Registration Number:	4681022	WORKFORCE SOFTWARE	
Registration Number:	5249285	A WORKFORCE SOFTWARE COMPANY WFS	
Registration Number:	5254626	XCELERATE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
TRADEMARK			

CH \$340.00 3416936

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: 1182886-0043-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 07/31/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2019 (this “Agreement”), among WORKFORCE SOFTWARE, LLC (the “Grantor”) and GOLUB CAPITAL MARKETS LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of July 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among WORKFORCE SOFTWARE HOLDINGS, LLC, a Delaware limited liability company, (“Holdings”), upon the occurrence of the Intermediate Holdings Transaction, WORKFORCE SOFTWARE HOLDCO, INC., a Delaware corporation, (“Intermediate Holdings”; together with Holdings collectively, the “Parent Guarantors”), WORKFORCE SOFTWARE, LLC, a Delaware limited liability company (“Borrower”), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and GOLUB CAPITAL MARKETS LLC, as Administrative Agent, and (b) the Collateral Agreement dated as of July 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Parent Guarantors, Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of Grantor’s business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege

Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

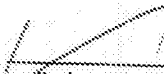
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement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

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

WORKFORCE SOFTWARE, LLC, as Grantor

By: 
Name: Robert Feller
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006708 FRAME: 0388

TRADEMARKSTrademark Registrations:

Mark	Reg. Date	Reg. No.	Owner
EMPCENTER	29-Apr-2008	3416936	WORKFORCE SOFTWARE, LLC
EMPCENTER	23-Dec-2014	4659663	WORKFORCE SOFTWARE, LLC
EMPCENTER (LOGO)	23-Dec-2014	4659668	WORKFORCE SOFTWARE, LLC
EMPLIVE	23-Sep-2014	4609330	WORKFORCE SOFTWARE, LLC
MAKING WORK EASY	2-Aug-2016	5011439	WORKFORCE SOFTWARE, LLC
WFS	19-Jul-2016	5005145	WORKFORCE SOFTWARE, LLC
WFS A WORKFORCE SOFTWARE COMPANY (LOGO)	13-Oct-2015	4830531	WORKFORCE SOFTWARE, LLC
WORKFORCE ACADEMY	8-Mar-2016	4915779	WORKFORCE SOFTWARE, LLC
WORKFORCE ACADEMY (LOGO)	10-May-2016	4955212	WORKFORCE SOFTWARE, LLC
WORKFORCE SOFTWARE	23-Sep-2014	4608651	WORKFORCE SOFTWARE, LLC
WORKFORCE SOFTWARE (LOGO)	3-Feb-2015	4681022	WORKFORCE SOFTWARE, LLC
WFS A WORKFORCE SOFTWARE COMPANY (LOGO)	25-Jul-2017	5249285	WORKFORCE SOFTWARE, LLC
XCELERATE (LOGO)	1-Aug-2017	5254626	WORKFORCE SOFTWARE, LLC

Trademark Applications:

None.

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