

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FINANCIAL MANAGEMENT SOLUTIONS, INC.		07/01/2020	Corporation: GEORGIA
KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP		07/01/2020	Limited Partnership: MASSACHUSETTS
DATAMATICS MANAGEMENT SERVICES, INC.		07/01/2020	Corporation: NEW JERSEY
EMPOWER SOFTWARE SOLUTIONS, INC.		07/01/2020	Corporation: DELAWARE
OPTIMUM SOLUTIONS, INC.		07/01/2020	Corporation: TENNESSEE
KRONOS INCORPORATED		07/01/2020	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 36

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
Registration Number:	3739568	AUTOTIME
Registration Number:	1815382	CARDSAVER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2222161	DATAMATICS
Registration Number:	3886885	EMPOWER SOFTWARE SOLUTIONS
Registration Number:	4513322	EZCALL
Registration Number:	1163542	KRONOS
Registration Number:	3751591	KRONOS
Registration Number:	1767961	K
Registration Number:	4071121	KRONOS INTOUCH
Registration Number:	2735480	KRONOS TOUCH ID
Registration Number:	4243596	KRONOS WORKFORCE READY
Registration Number:	2706362	MY GENIES
Registration Number:	2944477	OPTILINK
Registration Number:	2057854	SHIFTLOGIC
Registration Number:	1401881	TIMEKEEPER CENTRAL
Registration Number:	3714376	TIMELINK
Registration Number:	3855207	VIRTUAL ROSTER
Registration Number:	3855208	VIRTUAL ROSTER
Registration Number:	2831559	VISIONWARE
Registration Number:	2625552	WORKFORCE ACCRUALS
Registration Number:	2567915	WORKFORCE CENTRAL
Registration Number:	5433764	WORKFORCE DIMENSIONS
Registration Number:	2665962	WORKFORCE GENIE
Registration Number:	2621763	WORKFORCE TELETIME
Registration Number:	5117332	OPTIMUM HRIS
Registration Number:	5117333	OPTIMUM HRIS
Registration Number:	5218420	OPTIMUM HRIS
Registration Number:	5218421	OPTIMUM HRIS
Registration Number:	5033244	OPTICLOUD

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212)455-2333

Email: ksolomon@stblaw.com

Correspondent Name: BOBBIE BURROWS, ESQ.

Address Line 1: SIMPSON THACHER & BARTLETT LLP

Address Line 2: 425 LEXINGTON AVENUE

Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 003687/0006

NAME OF SUBMITTER:	BOBBIE BURROWS
SIGNATURE:	/BB/
DATE SIGNED:	07/01/2020
Total Attachments: 7 source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page1.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page2.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page3.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page4.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page5.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page6.tif source=HF - Unite - 2020 Joinder to Second Lien Security Agreement (Trademark Security Agreement) (Executed)#page7.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Second Lien IP Security Agreement"), dated as of July 1, 2020, among the Persons listed on the signature pages hereof (the "Grantors"), and **ARES CAPITAL CORPORATION**, as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the "Collateral Agent").

A. Reference is made to that certain Second Lien Security Agreement, dated as of May 3, 2019 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Second Lien Security Agreement"), among **UNITE INTERMEDIATE CORP.**, a Delaware corporation, as Holdings ("Holdings"), **THE ULTIMATE SOFTWARE GROUP, INC.**, a Delaware corporation, as the Borrower (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. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Second Lien Security Agreement and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this Second Lien IP Security Agreement.

C. Pursuant to Section 4.4(e) of the Second Lien Security Agreement, each Grantor has agreed to execute or otherwise authenticate and deliver this Second Lien IP Security Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office ("USPTO").

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in and continuing lien on all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Collateral") as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor:

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth on Schedule A hereto (provided that no security interest shall be granted in 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), including all goodwill associated therewith or symbolized thereby (the "Trademarks");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this Second Lien 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 such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this Second Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second Lien IP Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. Each 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 Second Lien 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 Second Lien IP Security Agreement may be executed by one or more of the parties to this Second Lien 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 SECOND LIEN 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.

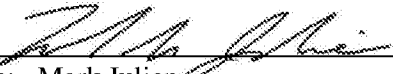
SECTION 7. Severability. Any provision of this Second Lien IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the 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 each 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, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Second Lien IP Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

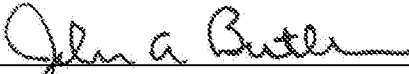
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Second Lien IP Security Agreement as of the day and year first above written.

**FINANCIAL MANAGEMENT SOLUTIONS,
INC.**

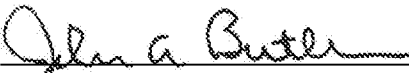
By: 
Name: Mark Julien
Title: Secretary

**KRONOS TECHNOLOGY SYSTEMS
LIMITED PARTNERSHIP**


By: Kronos Securities Corporation, its general
partner

By: 
Name: John Butler
Title: Treasurer

**DATAMATICS MANAGEMENT SERVICES,
INC.**

By: 
Name: John Butler
Title: Treasurer

EMPOWER SOFTWARE SOLUTIONS, INC.

By: 
Name: John Butler
Title: Treasurer

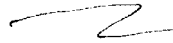
OPTIMUM SOLUTIONS, INC.

By: 
Name: Mark Julien
Title: Chief Executive Officer

KRONOS INCORPORATED

By: 
Name: John Butler
Title: Chief Financial Officer, Treasurer

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____

Name: Scott Lem

Title: Authorized Signatory

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT (Trademarks)

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Serial/Registration Number	Current Owner of Record
FINANCIAL MANAGEMENT SOLUTIONS	US	4854606	Financial Management Solutions, Inc.
FMSI	US	4836525	Financial Management Solutions, Inc.
FMSI STRONGER PERFORMANCE, SHARPER EARNINGS	US	4865838	Financial Management Solutions, Inc.
LOBBY TRACKER	US	4805762	Financial Management Solutions, Inc.
OMNIX	US	4921504	Financial Management Solutions, Inc.
APPOINTMENT CONCIERGE	US	4921505	Financial Management Solutions, Inc.
STRONGER PERFORMANCE SHARPER EARNINGS	US	4836526	Financial Management Solutions, Inc.
AUTOTIME	US	3739568	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
CARDSAVER	US	1815382	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
DATAMATICS	US	2222161	DATAMATICS MANAGEMENT SERVICES, INC.
EMPOWER SOFTWARE SOLUTIONS	US	3886885	EMPOWER SOFTWARE SOLUTIONS, INC.
EZCALL	US	4513322	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
KRONOS	US	1163542	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
KRONOS	US	3751591	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
K (LOGO)	US	1767961	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
KRONOS INTOUCH	US	4071121	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP

Trademark	Jurisdiction	Serial/Registration Number	Current Owner of Record
KRONOS TOUCH ID	US	2735480	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
KRONOS WORKFORCE READY	US	4243596	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
MY GENIES	US	2706362	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
OPTILINK	US	2944477	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
SHIFTLOGIC	US	2057854	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
TIMEKEEPER CENTRAL	US	1401881	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
TIMELINK	US	3714376	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
VIRTUAL ROSTER	US	3855207	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
VIRTUAL ROSTER	US	3855208	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
VISIONWARE	US	2831559	KRONOS INCORPORATED
WORKFORCE ACCRUALS	US	2625552	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
WORKFORCE CENTRAL	US	2567915	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
WORKFORCE DIMENSIONS	US	5433764	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
WORKFORCE GENIE	US	2665962	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
WORKFORCE TELETIME	US	2621763	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP
optimum HRIS with logo 42	US	5,117,332	OPTIMUM SOLUTIONS, INC.
optimum HRIS with logo 9	US	5,117,333	OPTIMUM SOLUTIONS, INC.

Trademark	Jurisdiction	Serial/Registration Number	Current Owner of Record
OPTIMUM HRIS 9	US	5,218,420	OPTIMUM SOLUTIONS, INC.
OPTIMUM HRIS 42	US	5,218,421	OPTIMUM SOLUTIONS, INC.
OPTICLOUD	US	5,033,244	Optimum Solutions, Inc.