

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM584267

| | | | |
|---|---|--|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement (Second Lien) | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| The Ultimate Software Group, Inc. | | 07/01/2020 | Corporation: DELAWARE |
| 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 |
| RECEIVING PARTY DATA | | | |
| Name: | Nomura Corporate Funding Americas, LLC, as Collateral Agent | | |
| Street Address: | 309 West 49th Street, 5th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 41 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5424440 | ULTIPRO PERCEPTION | |
| Registration Number: | 5478928 | XANDER | |
| Registration Number: | 4719168 | TOUCHBASE | |
| Registration Number: | 4719105 | TOUCHBASE | |
| Registration Number: | 1863610 | ULTIPRO | |
| 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 | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------------|
| Registration Number: | 3739568 | AUTOTIME |
| Registration Number: | 1815382 | CARDSAVER |
| 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:

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.

Email: michael.violet@wolterskluwer.com

Correspondent Name: Michael violet

Address Line 1: 4400 Easton commons way, suite 125

Address Line 4: columbus, OHIO 43219

NAME OF SUBMITTER: Doris ka

| | |
|---|------------|
| SIGNATURE: | /Doris Ka/ |
| DATE SIGNED: | 07/01/2020 |
| Total Attachments: 10 source=10. Ultimate - Second Lien Trademark Security Agreement#page1.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page2.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page3.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page4.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page5.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page6.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page7.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page8.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page9.tif source=10. Ultimate - Second Lien Trademark Security Agreement#page10.tif | |

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. The Ultimate Software Group, Inc.
Corporation - Delaware, USA
2. Financial Management Solutions, Inc.
Corporation - Georgia, USA
3. Kronos Technology Systems Limited Partnership
Limited Partnership - Massachusetts, USA
4. Datamatics Management Services, Inc. —
Corporation - New Jersey, USA
5. Empower Software Solutions, Inc. —
Corporation - Delaware, USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 1, 2020

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other_ Security Agreement (Second Lien)

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Nomura Corporate Funding Americas, LLC,
Name: as Collateral Agent

Street Address: 309 West 49th Street, 5th Floor

City: New York

State: NY

Country: US Zip: 10019

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other_ Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

see attached Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka - Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 25630,1433 (2L)

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

41

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

July 1, 2020

Date

Doris Ka

Name of Person Signing

Total number of pages including cover
sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006988 FRAME: 0733

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”), dated as of July 1, 2020, among the Persons listed on the signature pages hereof (the “Grantors”), and **NOMURA CORPORATE FUNDING AMERICAS, LLC**, 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 July 1, 2020 (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 Trademark 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 Trademark 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 Trademark 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 Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second Lien Trademark 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 Trademark 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 Trademark Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Second Lien Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK 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 Trademark 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 Trademark Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

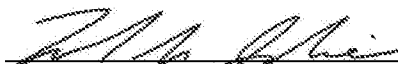
[Signature Pages Follow]

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

THE ULTIMATE SOFTWARE GROUP, INC.


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

FINANCIAL MANAGEMENT SOLUTIONS, INC.


By: 
Name: Mark J. Allen
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

KRONOS INCORPORATED

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

OPTIMUM SOLUTIONS, INC.

By: 
Name: Mark Julien
Title: Chief Executive Officer

**NOMURA CORPORATE FUNDING AMERICAS,
LLC,**
as Collateral Agent



By: _____

Name: Garrett P. Carpenter
Title: Managing Director

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

U.S. INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS

| Mark | U.S. registration number | Owner |
|---|--------------------------|--|
| ULTIPRO PERCEPTION | 5424440 | The Ultimate Software Group, Inc. |
| XANDER | 5478928 | The Ultimate Software Group, Inc. |
| TouchBase | 4719168 | The Ultimate Software Group, Inc. |
| TOUCHBASE | 4719105 | The Ultimate Software Group, Inc. |
| ULTIPRO | 1863610 | The Ultimate Software Group, Ltd., composed of The Ultimate Software Group, Inc. |
| FINANCIAL MANAGEMENT SOLUTIONS | 4854606 | Financial Management Solutions, Inc. |
| FMSI | 4836525 | Financial Management Solutions, Inc. |
| FMSI STRONGER PERFORMANCE, SHARPER EARNINGS | 4865838 | Financial Management Solutions, Inc. |
| LOBBY TRACKER | 4805762 | Financial Management Solutions, Inc. |
| OMNIX | 4921504 | Financial Management Solutions, Inc. |
| APPOINTMENT CONCIERGE | 4921505 | Financial Management Solutions, Inc. |
| STRONGER PERFORMANCE SHARPER EARNINGS | 4836526 | Financial Management Solutions, Inc. |
| AUTOTIME | 3739568 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| CARDSAVER | 1815382 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| DATAMATICS | 2222161 | DATAMATICS MANAGEMENT SERVICES, INC. |
| EMPOWER SOFTWARE SOLUTIONS | 3886885 | EMPOWER SOFTWARE SOLUTIONS, INC. |
| EZCALL | 4513322 | KRONOS TECHNOLOGY |

| Mark | U.S. registration number | Owner |
|------------------------|--------------------------|---|
| | | SYSTEMS LIMITED PARTNERSHIP |
| KRONOS | 1163542 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| KRONOS | 3751591 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| K (LOGO) | 1767961 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| KRONOS INTOUCH | 4071121 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| KRONOS TOUCH ID | 2735480 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| KRONOS WORKFORCE READY | 4243596 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| MY GENIES | 2706362 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| OPTILINK | 2944477 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| SHIFTLOGIC | 2057854 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| TIMEKEEPER CENTRAL | 1401881 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| TIMELINK | 3714376 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| VIRTUAL ROSTER | 3855207 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| VIRTUAL ROSTER | 3855208 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| VISIONWARE | 2831559 | KRONOS INCORPORATED |
| WORKFORCE ACCRUALS | 2625552 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| WORKFORCE CENTRAL | 2567915 | KRONOS TECHNOLOGY SYSTEMS LIMITED |

| Mark | U.S. registration number | Owner |
|---------------------------|--------------------------|---|
| | | PARTNERSHIP |
| WORKFORCE DIMENSIONS | 5433764 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| WORKFORCE GENIE | 2665962 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| WORKFORCE TELETIME | 2621763 | KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP |
| optimum HRIS with logo 42 | 5,117,332 | OPTIMUM SOLUTIONS, INC. |
| optimum HRIS with logo 9 | 5,117,333 | OPTIMUM SOLUTIONS, INC. |
| OPTIMUM HRIS 9 | 5,218,420 | OPTIMUM SOLUTIONS, INC. |
| OPTIMUM HRIS 42 | 5,218,421 | OPTIMUM SOLUTIONS, INC. |
| OPTICLOUD | 5033244 | Optimum Solutions, Inc. |