

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM584481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nomura Corporate Funding Americas, LLC		07/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Optimum Solutions, Inc.		
<b>Street Address:</b>	900 Chelmsford St.		
<b>City:</b>	Lowell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01851		
<b>Entity Type:</b>	Corporation: TENNESSEE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5033244	OPTICLOUD	
<b>Registration Number:</b>	5117332	OPTIMUM HRIS	
<b>Registration Number:</b>	5117333	OPTIMUM HRIS	
<b>Registration Number:</b>	5218420	OPTIMUM HRIS	
<b>Registration Number:</b>	5218421	OPTIMUM HRIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>	2023704750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jennifer Tindie		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1239618 TM E1		
<b>NAME OF SUBMITTER:</b>	Theresa Volano		
<b>SIGNATURE:</b>	/Theresa Volano/		

OP \$140.00 5033244

<b>DATE SIGNED:</b>	07/02/2020
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**Total Attachments: 3**

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Termination and Release of Security Interest in Trademarks

July 1, 2020

**WHEREAS**, Kronos Incorporated, certain of its subsidiaries and Nomura Corporate Funding Americas, LLC (“**Nomura**”), in its capacity as Collateral Agent for the First Lien Secured Parties (as each term is defined in the First Lien Security Agreement (as defined below)), entered into that certain First Lien Security Agreement dated as of November 1, 2016 (as amended, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”);

**WHEREAS**, pursuant to the First Lien Security Agreement, Nomura and Optimum Solutions, Inc. (the “**Grantor**”) entered into that certain First Lien Intellectual Property Security Agreement dated April 8, 2020 and recorded with the United States Patent and Trademark Office on April 9, 2020 on Reel No. 6912, Frame 0505 (collectively, the “**First Lien IP Security Agreement**”);

**WHEREAS**, under the First Lien IP Security Agreement, the Grantor granted to Nomura a security interest in certain Collateral (as defined in the First Lien IP Security Agreement), including those items set forth on Schedule 1 hereto (the “**Released Collateral**”); and

**WHEREAS**, Nomura desires to terminate and release the security interest granted by the Grantor under the First Lien IP Security Agreement in the Released Collateral.

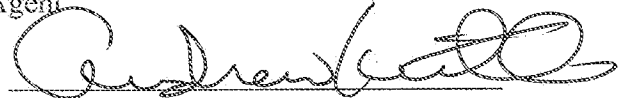
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nomura, as Collateral Agent for the First Lien Secured Parties, does hereby unconditionally, irrevocably and absolutely terminate, release, extinguish and forever discharge, without recourse or warranty, the security interest granted under the First Lien IP Security Agreement in the Released Collateral, together with all of the goodwill of the business connected with the use of, or symbolized by, such Released Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys to the applicable Grantor all right, title and interest of Nomura in, to and under such Released Collateral and such goodwill granted under the First Lien IP Security Agreement. This Release of Security Interest in Trademarks shall be binding upon Nomura’s legal representatives, assigns and successors and upon the First Lien Secured Parties. Nomura also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Collateral. The Collateral Agent hereby agrees, at the Grantors’ sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, Nomura has caused this Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

NOMURA CORPORATE FUNDING  
AMERICAS, LLC, as Collateral

Agent

By:



Name:

Title:

**G. Andrew Keith**  
**Executive Director**

*[First-Lien Trademarks Release]*

**TRADEMARK**  
**REEL: 006989 FRAME: 0461**

**Schedule 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>Trademark</b>	<b>Serial/Registration Number</b>	<b>Owner</b>
OPTICLOUD	5033244	Optimum Solutions, Inc.
optimum HRIS with logo	5117332	Optimum Solutions, Inc.
optimum HRIS with logo	5117333	Optimum Solutions, Inc.
OPTIMUM HRIS	5218420	Optimum Solutions, Inc.
OPTIMUM HRIS	5218421	Optimum Solutions, Inc.