

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630973

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYLOCITY CORPORATION		01/15/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	500 FIRST AVE., 4TH FLOOR		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88736455		
Serial Number:	88736449		
Serial Number:	88736448		
Serial Number:	88766598	FORWARD TOGETHER	
Serial Number:	88766590	PAYLOCITY: FORWARD TOGETHER	
Serial Number:	88736459	PAYLOCITY	
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>			
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez		
Address Line 1:	800 East Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	03/10/2021		
Total Attachments: 6			
source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page1.tif			

OP \$165.00 88736455

source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page2.tif
source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page3.tif
source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page4.tif
source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page5.tif
source=PNC_Paylocity - Paylocity IP Security Agreement Supplement EXECUTED#page6.tif

SUPPLEMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This SUPPLEMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "IP Supplement"), dated as of January 15, 2021, is made by PAYLOCITY CORPORATION, an Illinois corporation (the "Pledgor") in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders pursuant to the Credit Agreement described below.

WITNESSETH:

WHEREAS, reference is made to (i) that certain Credit Agreement, dated as of July 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Paylocity Holding Corporation, a Delaware corporation ("Paylocity") (Paylocity and each other Person who joins thereto as a borrower from time to time, collectively and individually, the "Borrower"), Pledgor, as a Guarantor, together with other the Guarantors party thereto from time to time (the "Guarantors"), the Lenders party thereto (the "Lenders") and the Administrative Agent, in which the Administrative Agent and the Lenders agreed to provide certain loans to the Borrowers, and (ii) that certain Patent, Trademark and Copyright Security Agreement, dated as of July 17, 2019, by the Pledgor in favor of the Administrative Agent (the "IP Security Agreement"), in which the Pledgor granted a security interest to the Administrative Agent in the entire right, title and interest of each of its Patents, Trademarks, and Copyrights;

WHEREAS, Pledgor has disclosed the trademarks as more fully described on Annex I; and

WHEREAS, as security for Pledgor's obligations set forth in the Credit Agreement and other Loan Documents, Pledgor is required to execute and deliver this IP Supplement, which is intended to supplement, but not replace or otherwise interfere with, the IP Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to from time to time make and maintain extensions of credit under the Credit Agreement, the Pledgor hereby agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the IP Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. To secure the full payment and performance of all Secured Obligations, the Pledgor hereby grants and conveys a security interest to the Administrative Agent, for itself and the benefit of the Lenders and their respective affiliates, in the entire right, title and interest of Pledgor in and to the Pledgor's Patents, Trademarks and Copyrights set forth on Annex I attached hereto and all future Patents, Trademarks and Copyrights.

Section 3. IP Security Agreement. The security interest granted pursuant to this IP Supplement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the IP Security Agreement and the Credit Agreement, and the Pledgor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to all of the Pledgor's future Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Schedule. The Pledgor represents and warrants that the Patents, Trademarks and Copyrights set forth on Annex I attached hereto supplement the Patents, Trademarks and Copyrights set forth on Schedule A to the IP Security Agreement.

Section 5. Counterparts. This IP Supplement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. The Pledgor acknowledges and agrees that a telecopy or electronic transmission to the Administrative Agent or any Lender of the signature pages hereof purporting to be signed on behalf of the Pledgor shall constitute effective and binding execution and delivery hereof by the Pledgor.

Section 6. Governing Law; Venue; Waiver of Jury Trial. The provisions of Sections 19, 20 and 22 of the IP Security Agreement are hereby incorporated by reference as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Pledgor has caused this IP Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PAYLOCITY CORPORATION, an Illinois corporation

By:



Name: Toby Williams

Title: Secretary and Treasurer

ACKNOWLEDGED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent


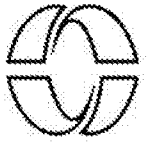

By:  _____
Name: Greg Masching
Title: Senior Vice President

PAYLOCITY CORPORATION
IP SUPPLEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 007216 FRAME: 0338

ANNEX I
SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

New Trademarks:

	Design	Serial Number	Reg. Number	Word Mark	Other	Check Status	Live/Dead
1		<u>88736455</u>			<u>Filing Date:</u> <u>December</u> <u>21, 2019</u>	<u>TSDR</u>	<u>LIVE</u>
2		<u>88736449</u>			<u>Filing Date:</u> <u>December</u> <u>21, 2019</u>	<u>TSDR</u>	<u>LIVE</u>
3		<u>88736448</u>			<u>Filing Date:</u> <u>December</u> <u>21, 2019</u>	<u>TSDR</u>	<u>LIVE</u>
4		<u>88766598</u>		<u>FORWARD</u> <u>TOGETHER</u>	<u>Filing Date:</u> <u>January 20,</u> <u>2020</u> <u>Published</u> <u>for</u> <u>Opposition:</u> <u>October 20,</u> <u>2020</u>	<u>TSDR</u>	<u>LIVE</u>
5		<u>88766590</u>		<u>PAYLOCITY:</u> <u>FORWARD</u> <u>TOGETHER</u>	<u>Filing Date:</u> <u>January 20,</u> <u>2020</u> <u>Published</u> <u>for</u> <u>Opposition:</u> <u>October 20,</u> <u>2020</u>	<u>TSDR</u>	<u>LIVE</u>
6		<u>88736459</u>		<u>PAYLOCITY</u>	<u>Filing Date:</u> <u>December</u> <u>22, 2019</u> <u>Published</u> <u>for</u>	<u>TSDR</u>	<u>LIVE</u>

					<u>Opposition:</u> <u>October 20,</u> <u>2020</u>		
--	--	--	--	--	---	--	--