

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Asure Software, Inc.		09/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	OCEAN II PLO LLC
Street Address:	400 Oyster Point Boulevard
Internal Address:	Suite 229
City:	South San Francisco
State/Country:	CALIFORNIA
Postal Code:	94080
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4325525	ASURESPACE
Registration Number:	4205490	ASUREFORCE
Registration Number:	3568332	ASURE SOFTWARE
Registration Number:	4995889	GEOPUNCH
Registration Number:	5926662	ASUREHCM
Registration Number:	5937969	ASURECONSULTING
Registration Number:	6152986	A ASURE

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.

Phone: 3125805053
 Email: jgambulos@thompsoncoburn.com
 Correspondent Name: James Gambulos
 Address Line 1: 55 East Monroe Street
 Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	James Gambulos
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OP \$190.00 4325525

SIGNATURE:	/James Gambulos/
DATE SIGNED:	09/14/2021
Total Attachments: 9 source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page1.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page2.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page3.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page4.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page5.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page6.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page7.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page8.tif source=08 (a). Asure - Borrower IP Security Agreement (Asure Software, Inc.)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 10, 2021 by and between OCEAN II PLO LLC, a California limited liability company, with an office at 400 Oyster Point Boulevard, Suite 229, South San Francisco, CA 94080 in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, "Agent") and ASURE SOFTWARE, INC., a Delaware corporation, with its principal place of business located at 3700 N. Capital of Texas Hwy, Suite 350, Austin, Texas 78746 ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Lenders and Grantor, dated as of the date hereof (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in its Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to the Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to the Lenders, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (excluding any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law), including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

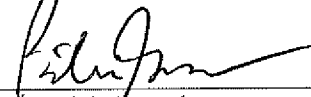
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ASURE SOFTWARE, INC.

By: 

Name: Patrick Goepel
Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management
Company II, LP, a Delaware limited
partnership, its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company, its
General Partner

By: _____

Name: Kai Tse
Title: Managing Member

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ASURE SOFTWARE, INC.

By: _____

Name: Patrick Goepel


Title: Chief Executive Officer

AGENT:

OCEAN II PLO LLC,
a California limited liability company

By: Structural Capital Management
Company II, LP, a Delaware limited
partnership, its Manager

By: Structural Capital GP, LLC,
a Delaware limited liability company, its
General Partner

By:  _____

Name: Kai Tse

Title: Managing Member

EXHIBIT A

Copyrights

Registered

OWNER	COUNTRY/STATE	TITLE	REGISTRATION NUMBER
Asure Software, Inc., as successor by merger to Asure Legiant, LLC	United States	Legiant Online Training*	TXu001641765
Asure Software, Inc., as successor by merger to Asure Legiant, LLC	United States	Legiant Timecard Express*	TXu001705046

*Owned, but technology is not in use anymore by Asure; Memorandum to formally transfer registration to Asure Software, Inc. filed with U.S. Copyright Office on June 22, 2017.

Unregistered

ASUREFORCE BUSINESS UNIT:

Titleholder	Software Product/Version	Description
Asure Software, Inc.		
	AsureForce Version 11.x AsureForce Version 10.8 Also referred to Asure Time&Attendance	Core time, attendance and workforce management software solution SaaS SaaS Maintenance
	AsureForce GeoPunch Version 4.1.2	Mobile apps for iphone and Android Software includes FotoPunch source code; Asure acquired all of the stock of FotoPunch on July 7, 2014, including all source code
	AsureForce Mobile Version 3.x	Mobile apps for iphone and Android; companion/replacement app to GeoPunch

Titleholder	Software Product/Version	Description
	iEmployee	Not actively sold new. Remaining customers pay annual support for their on-prem solutions. No active development. Existing On Prem Maintenance Only
Asure Software, Inc., as successor by merger to ADI Software, LLC	ADI Time Version 8 ADI Time Version 9	Not actively sold new. Remaining customers pay annual support for their on-prem solutions. No active development Existing On Prem Maintenance Only
	ADI Time Clocks (also used w/ AsureForce)	Asure owns software developed to run on time clocks manufactured for Asure (excluding software related to Lumadine finger print reader listed in <u>Schedule 11(b)</u>)
Asure Software, Inc., as successor by merger to Asure Legiant, LLC	Legiant Express Legiant Time Card	Both owned but no longer active, sold or used by clients
Asure Software, Inc.	REST API for communication with Grosvenor time clocks	Asure owns its REST API developments needed to communicate with Grosvenor time clocks; See Grosvenor Master Agreement dated effective August 18, 2018 listed on <u>Schedule 11(b)</u>

FOTOPUNCH BUSINESS UNIT:

Titleholder	Software Product/Version
Asure Software, Inc., as successor by merger to FotoPunch, Inc.	The FotoPunch and AirClock Software Fotopunch SmartPunch (iPhone, Android, Windows Tablet) Fotopunch Plus+, Saas Self-service signup online application Fotopunch Connect Fotopunch VoicePunch (IVR call-in) Fotopunch TextPunch (SMS-based punch) Fotopunch SmartPunch (smart phone based punching) Fotopunch Wall Punch (wall-mount punch-in solution) Fotopunch AirClock and integration software to AsureForce

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Registered

UNITED STATES:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Asure Software, Inc.	4325525	ASURESPACE
Asure Software, Inc.	4205490	ASUREFORCE
Asure Software, Inc.	3568332	ASURE SOFTWARE
Asure Software, Inc.	4995889	GEOPUNCH
Asure Software, Inc.	5926662	ASUREHCM
Asure Software, Inc.	5937969	ASURECONSULTING
Asure Software, Inc.	6152986	A Asure Design



OTHER COUNTRIES OTHER THAN U.S.:

<u>COUNTRY</u>	<u>REGISTRATION NUMBER</u>	<u>OWNER</u>	<u>TRADEMARK</u>	<u>STATUS</u>
Australia	1199481	Renewed in name of Asure Software, Inc. Agent: Macpherson Kelley Lawyers, Victoria, AU	ASURE SOFTWARE	Renewed 9/11/2017
Australia	1199492	Renewed in name of Asure Software, Inc. Agent: Macpherson Kelley Lawyers, Victoria, AU	ASURE SOFTWARE	Renewed 9/11/2017

Unregistered

<u>OWNER</u>	<u>TRADEMARK</u>
Asure Software, Inc.	Asure Asure (logo) (letter "a" inside a blue circle inside an icon) AsureForce Corporate Payroll Forgent

OWNER

TRADEMARK

Forgent Networks
iEmployee
Payroll Specialties N.W.
Personal Management Systems
Your Workplace Simplified

Asure Software, Inc., as
successor by merger to
ADI Software, LLC

ADI
adiTeam
adiOffice
adiEnterprise

Asure Software, Inc., as
successor by merger to
Asure Legiant, LLC

Legiant Partners in Time
Legiant Express
Mylegiant

Asure Software, Inc., as
successor by asset
acquisition from Austin
HR, LLC



Austin HR

Your HR Group