

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM694294

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION, as collateral agent		12/01/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	FINANCIAL MANAGEMENT SOLUTIONS, INC.		
Street Address:	297 BILLERICA ROAD		
City:	CHELMSFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Corporation: GEORGIA		
Name:	KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP		
Street Address:	297 BILLERICA ROAD		
City:	CHELMSFORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01824		
Entity Type:	Limited Partnership: MASSACHUSETTS		
Name:	DATAMATICS MANAGEMENT SERVICES, INC.		
Street Address:	330 NEW BRUNSWICK AVENUE		
City:	FORDS		
State/Country:	NEW JERSEY		
Postal Code:	08863		
Entity Type:	Corporation: NEW JERSEY		
Name:	EMPOWER SOFTWARE SOLUTIONS, INC.		
Street Address:	315 EAST ROBINSON STREET, SUITE 450		
City:	ORLANDO		
State/Country:	FLORIDA		
Postal Code:	32801		
Entity Type:	Corporation: DELAWARE		
Name:	OPTIMUM SOLUTIONS, INC.		
Street Address:	900 CHELMSFORD STREET		
City:	LOWELL		

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State/Country:	MASSACHUSETTS
Postal Code:	01851
Entity Type:	Corporation: TENNESSEE
Name:	KRONOS INCORPORATED
Street Address:	297 BILLERICA ROAD
City:	CHELMSFORD
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	Corporation: MASSACHUSETTS

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
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

Property Type	Number	Word Mark
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: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	42861.00004
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/13/2021

Total Attachments: 5

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Release of Second Lien Intellectual Property Security Agreement

This Release of Second Lien Intellectual Property Security Agreement, dated as of **December 1, 2021** (the “Release”), is made by **ARES CAPITAL CORPORATION**, as collateral agent for the Second Lien Secured Parties (in such capacity, the “Agent”) in favor of **FINANCIAL MANAGEMENT SOLUTIONS, INC.**, a Georgia corporation, **KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP**, a Massachusetts limited partnership, **DATAMATICS MANAGEMENT SERVICES, INC.**, a New Jersey corporation, **EMPOWER SOFTWARE SOLUTIONS, INC.**, a Delaware corporation, **OPTIMUM SOLUTIONS, INC.**, a Tennessee corporation, and **KRONOS INCORPORATED**, a Massachusetts corporation (each, a “Grantor” and collectively, “Grantors”).

WHEREAS, by (i) that certain Second Lien Security Agreement, dated as of May 3, 2019 in favor of Agent (as amended, restated, or modified from time to time, the “Security Agreement”) and (ii) that certain related Second Lien Intellectual Property Security Agreement, dated as of **July 1, 2020** in favor of Agent (as amended, restated, or modified from time to time, the “Trademark Security Agreement”; capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Patent Security Agreement, as applicable), Grantors granted to Agent, for the benefit of the Second Lien Secured Parties, a security interest in and continuing lien on all of each Grantor’s right, title and interest in and to the Collateral (as defined in the Trademark Security Agreement), including those Trademarks listed on Schedule I hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2020 at Reel 6988 Frame 0618;

WHEREAS, Grantors desire Agent to release, discharge, terminate and cancel its lien on and security interest in the Collateral of each Grantor, including, without limitation, the Trademarks set forth on Schedule I hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent, on behalf of the Second Lien Secured Parties, does hereby release, discharge, terminate and cancel any and all of its right, title and interest in and to the Collateral of each Grantor and assigns, transfers and conveys to such Grantor any and all of its rights, title and interests in the Collateral.

Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

**ARES CAPITAL CORPORATION, AS
COLLATERAL AGENT**

By:



Name: Scott Lem

Title: Authorized Signatory

[Second Lien Trademark Release]

**TRADEMARK
REEL: 007527 FRAME: 0030**

Schedule 1**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.