

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI19707

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Succession of Agency (First Lien)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch		02/09/2024	Other: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Nomura Corporate Funding Americas, LLC, as Successor Agent		
<b>Street Address:</b>	309 West 49th Street, 5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 61</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5478928	XANDER	
<b>Registration Number:</b>	5424440	ULTIPRO PERCEPTION	
<b>Registration Number:</b>	4719168	TOUCHBASE	
<b>Registration Number:</b>	4719105	TOUCHBASE	
<b>Registration Number:</b>	4384698	TOUCH BASE	
<b>Registration Number:</b>	2213673	INTERSOURCING	
<b>Registration Number:</b>	1863610	ULTIPRO	
<b>Registration Number:</b>	4854606	FINANCIAL MANAGEMENT SOLUTIONS	
<b>Registration Number:</b>	4836525	FMSI	
<b>Registration Number:</b>	4865838	FMSI STRONGER PERFORMANCE, SHARPER EARNINGS	
<b>Registration Number:</b>	4805762	LOBBY TRACKER	
<b>Registration Number:</b>	4921504	OMNIX	
<b>Registration Number:</b>	4921505	APPOINTMENT CONCIERGE	
<b>Registration Number:</b>	4836526	STRONGER PERFORMANCE, SHARPER EARNINGS	
<b>Registration Number:</b>	3739568	AUTOTIME	
<b>Registration Number:</b>	1815382	CARDSAVER	
<b>Registration Number:</b>	2222161	DATAMATICS	
<b>Registration Number:</b>	3886885	EMPOWER SOFTWARE SOLUTIONS	
<b>Registration Number:</b>	4513322	EZCALL	

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Property Type	Number	Word Mark
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
Registration Number:	3509068	GIFTWORK
Registration Number:	4442899	GIFTWORK
Registration Number:	2837020	GREAT PLACE TO WORK
Registration Number:	2798920	GREAT PLACE TO WORK
Registration Number:	2079203	GREAT PLACE TO WORK
Registration Number:	2801148	GREAT PLACE TO WORK
Registration Number:	2837021	GREAT PLACE TO WORK
Registration Number:	2536708	GREAT PLACE TO WORK
Registration Number:	4712338	GREAT PLACE TO WORK
Serial Number:	86568216	EVERYTHINGBENEFITS
Registration Number:	5386479	NOVATIME FEEL THE POWER NT
Registration Number:	3625466	SUREPATH
Registration Number:	3375753	NOVATIME
Registration Number:	2761995	NOVATIMEANYWHERE

Property Type	Number	Word Mark
Registration Number:	5384235	NOVAPOWER ANALYTICS
Registration Number:	5004256	TOUCHDOWN COMFORT
Registration Number:	5913991	ASCENTIS
Serial Number:	87510737	SPOTCUES

**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:** 8007130755  
**Email:** Michael.Violet@wolterskluwer.com  
**Correspondent Name:** Michael Violet  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Michael Violet
<b>SIGNATURE:</b>	Michael Violet
<b>DATE SIGNED:</b>	02/12/2024

**Total Attachments: 12**  
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## NOTICE OF SUCCESSION OF AGENCY

REEL/FRAME 6636/0733  
 REEL/FRAME 6988/0580  
 REEL/FRAME 7514/0545  
 REEL FRAME 7514/0578  
 REEL/FRAME 7912/0170

This NOTICE OF SUCCESSION OF AGENCY (this “Notice”), dated as of February 9, 2024 (the “Effective Date”), is executed by Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), in its capacity as resigning Collateral Agent for the First Lien Secured Parties (the “Prior Agent”), and Nomura Corporate Funding Americas, LLC (“Nomura”), in its capacity as successor Collateral Agent for the First Lien Secured Parties (the “Successor Agent”).

WHEREAS, pursuant to that certain First Lien Credit Agreement, dated as of May 3, 2019, by and among UKG Inc. (f/k/a The Ultimate Software Group, Inc.), a Delaware corporation (the “Borrower”), Unite Intermediate Corp., a Delaware corporation (“Holdings”), the Prior Agent, and the financial institutions from time to time party thereto as lenders (the “Lenders”) (as amended by Amendment No. 1, dated as of July 1, 2020, as amended by Incremental Agreement No. 1, dated as of July 1, 2020, as amended by Incremental Agreement No. 2, dated as of January 22, 2021, as amended by Incremental Agreement No. 3, dated as of December 1, 2021, as amended by Amendment No. 2, dated as of December 15, 2022, as amended by Amendment No. 3, dated as of February 15, 2023, as amended by Incremental Agreement No. 4, dated as of February 24, 2023, as amended by Incremental Agreement No. 5, dated as of June 1, 2023 and as further amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the “Existing Credit Agreement”), the Prior Agent and certain Grantors party thereto entered into (i) that certain First Lien Security Agreement, dated as of May 3, 2019 (as supplemented by Security Agreement Supplement No. 1, dated as of July 1, 2020, Security Agreement Supplement No. 2, dated as of December 1, 2021, Security Agreement Supplement No. 3, dated as of December 1, 2021 and Security Agreement Supplement No. 4, dated as of December 7, 2022, the “Security Agreement”), (ii) that certain First Lien Trademark Security Agreement, dated as of May 3, 2019 (the “First Trademark Security Agreement”), (iii) that certain First Lien Trademark Security Agreement, dated as of July 1, 2020 (the “Second Trademark Security Agreement”), (iv) that certain First Lien Trademark Security Agreement, dated as of December 1, 2021 (the “Third Trademark Security Agreement”), (v) that certain Trademark Security Agreement, dated as of December 1, 2021 (the “Fourth Trademark Security Agreement”) and (vi) that certain First Lien Trademark Security Agreement, dated as of December 7, 2022 (the “Fifth Trademark Security Agreement”) and, together with the First Trademark Security Agreement, the Second Trademark Security Agreement, the Third Trademark Security Agreement and the Fourth Trademark Security Agreement, the “Trademark Security Agreements”) pursuant to which each Grantor party thereto granted to the Prior Agent for the benefit of the First Lien Secured Parties a security interest in and continuing lien on (collectively, the “Security Interest”) all of such Grantor’s right, title and interest in and to the Collateral (as defined in the Trademark Security Agreements), as security for the prompt and complete payment and performance when due of the Obligations of such Grantor;

WHEREAS, the First Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 3, 2019, at Reel/Frame 6636/0733, with respect to the trademarks identified on Schedule A attached hereto (the “Schedule A IP Collateral”);

WHEREAS, the Second Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2020, at Reel/Frame 6988/0580, with respect to the trademarks identified on Schedule B attached hereto (the “Schedule B IP Collateral”);

WHEREAS, the Third Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 1, 2021, at Reel/Frame 7514/0545, with respect to the trademarks identified on Schedule C attached hereto (the "Schedule C IP Collateral");

WHEREAS, the Fourth Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 1, 2021, at Reel/Frame 7514/0578, with respect to the trademarks identified on Schedule D attached hereto (the "Schedule D IP Collateral");

WHEREAS, the Fifth Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 8, 2022, at Reel/Frame 7912/0170, with respect to the trademarks identified on Schedule E attached hereto (the "Schedule E IP Collateral" and, together with the Schedule A IP Collateral, the Schedule B IP Collateral, the Schedule C IP Collateral, and the Schedule D IP Collateral, the "IP Collateral");

WHEREAS, the Existing Credit Agreement was amended and restated pursuant to that certain Amendment and Restatement Agreement (the "Restatement Agreement"), dated as of the date hereof, by and among the Borrower, Holdings, the Prior Agent, the Successor Agent and the Lenders and L/C Issuers party thereto (as amended, the "Credit Agreement"), and in connection with the transactions under the Restatement Agreement, the Borrower, Holdings, each Subsidiary Guarantor party thereto, the Prior Agent and the Successor Agent entered into that certain Successor Agency Agreement, dated as of the date hereof (the "Resignation Agreement"), whereby the Prior Agent resigned as Collateral Agent under the Credit Documents and is succeeded to and replaced by the Successor Agent as successor Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Restatement Agreement, the Resignation Agreement, the Credit Agreement, or the other Credit Documents, as applicable.

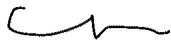
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Resignation Agreement, the Prior Agent has ceased to be Collateral Agent under the Credit Documents and is succeeded to and replaced by the Successor Agent as Collateral Agent under Credit Documents, and in furtherance thereof the Prior Agent hereby assigns to the Successor Agent, and the Successor Agent hereby assumes, the Prior Agent's Security Interest in the Collateral, including the IP Collateral, arising under the Trademark Security Agreements. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the Security Interest in the Collateral, including the IP Collateral, under the Trademark Security Agreements, which Security Interest is now succeeded by and transferred to the Successor Agent.

[Signatures to Follow]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective  
Date:

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Prior Agent**

By:   
Name: Mikhail Faybusovich  
Title: Authorized Signatory

By:   
Name: Cassandra Droogan  
Title: Authorized Signatory

*[UKG – Signature Page to Notice of Change in Agency (Trademarks)]*

**TRADEMARK  
REEL: 008342 FRAME: 0234**

NOMURA CORPORATE FUNDING  
AMERICAS, LLC, as Successor Agent

By:  \_\_\_\_\_  
Name: Garrett P. Carpenter  
Title: Managing Director

Schedule A

Trademarks: Reel/Frame 6636/0733

Trademark	App. No.	Registration	Owner
		No.	
XANDER	87450513	5478928	The Ultimate Software Group, Inc.
ULTIPRO PERCEPTION	87245860	5424440	The Ultimate Software Group, Inc.
TOUCHBASE	86240243	4719168	The Ultimate Software Group, Inc.
TOUCHBASE	86218900	4719105	The Ultimate Software Group, Inc.
TOUCH BASE	85461942	4384698	The Ultimate Software Group, Inc.
INTERSOURCING	75167567	2213673	The Ultimate Software Group, Inc.
ULTIPRO	74469681	1863610	The Ultimate Software Group, Inc.



Schedule B

Trademarks: Reel/Frame 6988/0580

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.

Schedule C

Trademarks: Reel/Frame 7514/0545

Trademark	Jurisdiction	Serial/Registration Number	Owner
GIFTWORK	US	3509068	GREAT PLACE TO WORK INSTITUTE, INC.
GIFTWORK	US	4442899	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK	US	2837020	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK	US	2798920	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK	US	2079203	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK & Design	US	2801148	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK & Design	US	2837021	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK & Design	US	2536708	GREAT PLACE TO WORK INSTITUTE, INC.
GREAT PLACE TO WORK & Design (Color)	US	4712338	GREAT PLACE TO WORK INSTITUTE, INC.

Schedule D

Trademarks: Reel/Frame 7514/0578

Trademark	Jurisdiction	Serial/Registration Number	Owner
EverythingBenefits	US	86568216	OnTimeWorks LLC

Schedule E

Trademarks: Reel/Frame 7912/0170

Owner	Trademark	Serial No.
UKG Inc.	NOVATIME (Graphic and logo)	5,386,479
UKG Inc.	SUREPATH	3,625,466
UKG Inc.	NOVATIME	3,375,753
UKG Inc.	NOVATIMEANYWHERE	2,761,995
UKG Inc.	NOVAPOWER ANALYTICS	5,384,235
UKG Inc.	TOUCHDOWN COMFORT	5,004,256
UKG Inc.	ASCENTIS	5,913,991
SpotCues, Inc.	SPOTCUES	87510737
UKG Inc.	TOUCHBASE	86218900