

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI20236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Second Lien)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UKG Inc.		02/09/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Nomura Corporate Funding Americas, LLC, as Collateral Agent		
Street Address:	309 West 49th Street, 5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	7246363	LIFE-WORK TECHNOLOGY	
Registration Number:	7027372	OUR PURPOSE IS PEOPLE	
Registration Number:	6442666	UKG	
Registration Number:	6680433	UKG	
Registration Number:	6714120	UKG PRO	
Registration Number:	6714121	UKG READY	
Registration Number:	6790432	UKG DIMENSIONS	
Registration Number:	6958176	UKG TOUCHFREE ID	
Registration Number:	7027383	UKG OUR PURPOSE IS PEOPLE	
Registration Number:	7128719	UKG TALK	
Registration Number:	7134250	UKG WALLET	
Registration Number:	7182708	UKG PRO	
Registration Number:	7187782	UKG READY	
Registration Number:	7266867	TELESTAFF	
Serial Number:	97835389	IMMEDIS ONEVIEW	
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>			

OP \$390.00.00 97594849

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

NAME OF SUBMITTER: Michael Violet

SIGNATURE: Michael Violet

DATE SIGNED: 02/12/2024

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Second Lien Trademark Security Agreement”), dated as of February 9, 2024, among the Person listed on the signature pages hereof (the “Grantor”), and NOMURA CORPORATE FUNDING AMERICAS, LLC, as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the “Collateral Agent”).

A. Reference is made to that certain Second Lien Security Agreement, dated as of July 1, 2020 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Second Lien Security Agreement”), among UNITE INTERMEDIATE CORP., a Delaware corporation, as Holdings (“Holdings”), UKG INC. (F/K/A THE ULTIMATE SOFTWARE GROUP, INC.), a Delaware corporation, as the Borrower (the “Borrower”), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Second Lien Security Agreement and the rules of construction and other interpretive provisions applicable thereto (including with respect to terms defined in the preamble and recitals hereto), shall apply to this Second Lien Trademark Security Agreement.

C. Pursuant to Section 4.4(e) of the Second Lien Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this Second Lien Trademark Security Agreement for recording the Security Interest granted under the Second Lien Security Agreement to the Collateral Agent in the Grantor’s U.S. Recordable Intellectual Property with the United States Patent and Trademark Office (“USPTO”).

Accordingly, the Collateral Agent and the Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in and continuing lien on all of the Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “Collateral”) as collateral security for the prompt and complete payment and performance when due of the Obligations of the Grantor:

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth on Schedule A hereto (provided that no security interest shall be granted in any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto), including all goodwill associated therewith or symbolized thereby (the “Trademarks”);

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment of or unfair competition with any of the foregoing, and to receive and collect injunctive or other equitable relief and damages and compensation; and

(iv) all rights to receive and collect Proceeds from any of the foregoing.

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this Second Lien Trademark Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to record this Second Lien Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Second Lien Trademark Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Second Lien Trademark Security Agreement and the terms of the Second Lien Security Agreement, the terms of the Second Lien Security Agreement shall govern.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. Any signature to this Second Lien Trademark Security Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Second Lien Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this Second Lien Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Second Lien Security Agreement. All communications and notices hereunder to the Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Second Lien Credit Agreement (whether or not then in effect).

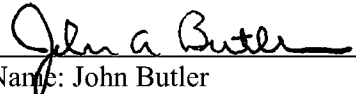
SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Second Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second Lien Agreement, the Grantor agrees to reimburse the Collateral Agent

for its reasonable and documented out-of-pocket expenses in connection with this Second Lien Trademark Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Collateral Agent.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

UKG INC.

By:  _____
Name: John Butler
Title: Chief Financial Officer

NOMURA CORPORATE FUNDING AMERICAS,
LLC,
as Collateral Agent

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

SCHEDULE A TO THE
SECOND LIEN TRADEMARK
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	U.S. Serial/ Registration number	Owner	Filing/Registration Date
LIFE-WORK TECHNOLOGY	7246363	UKG Inc.	12/19/2023
OUR PURPOSE IS PEOPLE	7027372	UKG Inc.	4/11/2023
UKG	6442666	UKG Inc.	8/3/2021
UKG	6680433	UKG Inc.	3/22/2022
UKG PRO	6714120	UKG Inc.	4/26/2022
UKG READY	6714121	UKG Inc.	4/26/2022
UKG DIMENSIONS	6790432	UKG Inc.	6/12/2022
UKG TOUCHFREE ID	6958176	UKG Inc.	1/17/2023
UKG OUR PURPOSE IS PEOPLE	7027383	UKG Inc.	4/11/2023
UKG TALK	7128719	UKG Inc.	8/1/2023
UKG WALLET	7134250	UKG Inc.	8/8/2023
UKG PRO	7182708	UKG Inc.	10/3/2023
UKG READY	7187782	UKG Inc.	10/10/2023
IMMEDIS ONEVIEW	97835389	UKG Inc.	3/13/2023
TELESTAFF	7266867	UKG Inc.	1/9/2024