

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI62736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dayforce US, Inc.	FORMERLY Ceridian HCM, Inc.	02/29/2024	Corporation: DELAWARE
Dayforce Talent LLC		02/29/2024	Limited Liability Company: DELAWARE
ATI ROW, LLC		02/29/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4924217	MAKES WORK LIFE BETTER	
Registration Number:	4652705	TEAMRELATE	
Registration Number:	4792675	INSIGHTS	
Registration Number:	2890133	CERIDIAN	
Registration Number:	1868786	CERIDIAN	
Registration Number:	5325895	PAYSA	
Registration Number:	3529579	ADAM 5	
Serial Number:	98297055	DAYFORCE	
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>			
Phone:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justin Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		

CH \$215.00.00 86562266

Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	1107993-0240-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	Justine Lu
DATE SIGNED:	02/29/2024
Total Attachments: 6 source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page1.tif source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page2.tif source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page3.tif source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page4.tif source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page5.tif source=Dayforce - IPSA (Refi 2024) Executed (Revised)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 29, 2024, (this “Agreement”), by Dayforce US, Inc. (f/k/a Ceridian HCM, Inc.), a Delaware corporation, Dayforce Talent LLC, a Delaware limited liability company, and ATI ROW, LLC, a Florida limited liability company (each, a “Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPMorgan”), as collateral agent for the Secured Parties (in such capacities, the “Collateral Agent”).

Reference is made to that certain Guarantee and Collateral Agreement, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), among the Grantors party thereto and the Administrative Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined below) subject to the terms and conditions set forth in that certain Credit Agreement, dated as of February 29, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, Dayforce, Inc., a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and JPMorgan, as administrative agent and as collateral agent. Consistent with the requirements set forth in Sections 4.02 and 5.09 of the Credit Agreement and Section 3.01(c) of the Guarantee and Collateral Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement (including any terms defined therein by reference).

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Guarantee and Collateral, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “IP Collateral”):

- A. all Trademarks, including the Trademark registrations and pending applications for registration in the United States Patent and Trademark Office listed on Schedule I hereto;
- B. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule II; and
- C. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

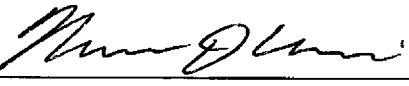
SECTION 4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 of this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

DAYFORCE US, INC. (F/K/A CERIDIAN HCM, INC.)
DAYFORCE TALENT LLC
ATI ROW, LLC

By: 
Name: Nicholas D. Cucci
Title: Vice President and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0331

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.

By: Neil L. Truher

Name:

Title:

Neil L. Truher

Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008363 FRAME: 0332

SCHEDULE I

TRADEMARK REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Ceridian HCM, Inc.	4924217	MAKES WORK LIFE BETTER
Ceridian HCM, Inc.	4652705	TEAMRELATE
Ceridian HCM, Inc.	4792675	INSIGHTS
Ceridian HCM, Inc.	2890133	Ceridian
Ceridian HCM, Inc.	1868786	Ceridian
Dayforce Talent LLC	5325895	Paysa
ATI ROW, LLC	3529579	ADAM 5

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NUMBER	TRADEMARK
Ceridian HCM, Inc.	DAYFORCE	98297055

SCHEDULE II

COPYRIGHT REGISTRATIONS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
Ceridian HCM, Inc.	TXu000949755	Client application data production
Ceridian HCM, Inc.	TXu000949756	Client media production
Ceridian HCM, Inc.	TXu000949758	Client services production process
Ceridian HCM, Inc.	TX0005034954	COBRA Notification/election form: CS-205C/6/90
Ceridian HCM, Inc.	TX0005034947	COBRA Notification form: CS-205C/1/91
Ceridian HCM, Inc.	TX0005034951	COBRA Notification Form: CS-205C/12/94
Ceridian HCM, Inc.	TX0005034952	COBRA Notification form: CS-205C/4/94
Ceridian HCM, Inc.	TX0005034955	COBRA Notification Form: CS-205C/5/91
Ceridian HCM, Inc.	TX0005034956	COBRA Notification form: CS-205C/7/91
Ceridian HCM, Inc.	TX0005034953	COBRA Notification form: CS-205C/7/92
Ceridian HCM, Inc.	TXu000953668	MaximiSer
Ceridian HCM, Inc.	TXu000949757	Media management production
Ceridian HCM, Inc.	TXu000953669	Qualitap: version 7.0
Ceridian HCM, Inc.	TXu000949759	Radio market report production process
Ceridian HCM, Inc.	TXu000953670	Tapscan radio: version 7.0
Ceridian HCM, Inc.	TXu000953671	TvSCAN

COPYRIGHT APPLICATIONS

None.