

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nomura Corporate Funding Americas, LLC		07/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Optimum Solutions, Inc.		
Street Address:	900 Chelmsford St.		
City:	Lowell		
State/Country:	MASSACHUSETTS		
Postal Code:	01851		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5033244	OPTICLOUD	
Registration Number:	5117332	OPTIMUM HRIS	
Registration Number:	5117333	OPTIMUM HRIS	
Registration Number:	5218420	OPTIMUM HRIS	
Registration Number:	5218421	OPTIMUM HRIS	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1239618 TM E2		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		

OP \$140.00 5033244

DATE SIGNED:	07/02/2020
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Total Attachments: 4

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Termination and Release of Security Interest in Trademarks

July 1, 2020

WHEREAS, Kronos Incorporated, certain of its subsidiaries and Nomura Corporate Funding Americas, LLC (“**Nomura**”), in its capacity as Collateral Agent for the Second Lien Secured Parties (as each term is defined in the Second Lien Security Agreement (as defined below)), entered into that certain Second Lien Security Agreement dated as of November 1, 2016 (as amended, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”);

WHEREAS, pursuant to the Second Lien Security Agreement, Nomura and Optimum Solutions, Inc. (the “**Grantor**”) entered into that certain Second Lien Intellectual Property Security Agreement dated April 8, 2020 and recorded with the United States Patent and Trademark Office on April 9, 2020 on Reel No. 6912, Frame 0527 (the “**Second Lien IP Security Agreement**”);

WHEREAS, under the Second Lien IP Security Agreement, the Grantor granted to Nomura a security interest in certain Collateral (as defined in the Second Lien IP Security Agreement), including those items set forth on Schedule 1 hereto (the “**Released Collateral**”); and

WHEREAS, Nomura desires to terminate and release the security interest granted by the Grantor under the Second Lien IP Security Agreement in the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Nomura, as Collateral Agent for the Second Lien Secured Parties, does hereby unconditionally, irrevocably and absolutely terminate, release, extinguish and forever discharge, without recourse or warranty, the security interest granted under the Second Lien IP Security Agreement in the Released Collateral, together with all of the goodwill of the business connected with the use of, or symbolized by, such Released Collateral, and hereby unconditionally, irrevocably and absolutely assigns, transfers and conveys to the applicable Grantor all right, title and interest of Nomura in, to and under such Released Collateral and such goodwill granted under the Second Lien IP Security Agreement. This Release of Security Interest in Trademarks shall be binding upon Nomura’s legal representatives, assigns and successors and upon the Second Lien Secured Parties. Nomura also hereby authorizes, and requests, the Director of the United States Patent and Trademark Office or his delegate to record this Release of Security Interest in Trademarks against the Released Collateral. The Collateral Agent hereby agrees, at the Grantors’ sole cost and expense, to duly execute, acknowledge, procure and deliver any further

documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.


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IN WITNESS WHEREOF, Nomura has caused this Release of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the day and year first above written.

NOMURA CORPORATE FUNDING
AMERICAS, LLC, as Collateral

Agent

By:



Name:

Title:

G. Andrew Keith
Executive Director

[Second-Lien Trademarks Release]

TRADEMARK
REEL: 006989 FRAME: 0442

Schedule 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Serial/Registration Number	Owner
OPTICLOUD	5033244	Optimum Solutions, Inc.
optimum HRIS with logo	5117332	Optimum Solutions, Inc.
optimum HRIS with logo	5117333	Optimum Solutions, Inc.
OPTIMUM HRIS	5218420	Optimum Solutions, Inc.
OPTIMUM HRIS	5218421	Optimum Solutions, Inc.