

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4131107

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
KRONOS TALENT MANAGEMENT LLC	11/01/2016
KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP	11/01/2016

RECEIVING PARTY DATA

Name:	NOMURA CORPORATE FUNDING AMERICAS, LLC, AS COLLATERAL AGENT
Street Address:	309 WEST 49TH STREET, WORLD WIDE PLAZA
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 21

Property Type	Number
Patent Number:	7865730
Patent Number:	7222082
Patent Number:	6823315
Patent Number:	5326963
Patent Number:	5471043
Patent Number:	5408173
Patent Number:	7233919
Patent Number:	7426714
Patent Number:	7080057
Patent Number:	7310626
Patent Number:	7472097
Patent Number:	7555441
Patent Number:	7558767
Patent Number:	7562059
Patent Number:	8046251
Patent Number:	8265977
Application Number:	11409340
Application Number:	12841972

PATENT

Property Type	Number
Application Number:	12841977
Application Number:	13243786
Application Number:	13458864

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166391 1L PAT IPSA
NAME OF SUBMITTER:	EMILY OHANNESSIAN
SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	11/07/2016

Total Attachments: 6

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”), dated as of November 1, 2016, among the Persons listed on the signature pages hereof (each, individually, a “Grantor” and, collectively, the “Grantors”), and NOMURA CORPORATE FUNDING AMERICAS, LLC as collateral agent for the First Lien Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the First Lien Security Agreement, dated as of November 1, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the “First Lien Security Agreement”), among KRONOS ACQUISITION CORPORATION, a Delaware corporation, KRONOS INCORPORATED, a Massachusetts corporation (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. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7 and 1.8 of the First Lien Credit Agreement shall apply to this IP Security Agreement, including terms defined in the preamble and recitals hereto.

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

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the United States patent and patent applications and exclusive licenses thereof of such Grantor set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the First 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 such Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the First Lien Security Agreement. Each 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 First 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 IP Security Agreement and the terms of the First Lien Security Agreement, the terms of the First Lien Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP 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.

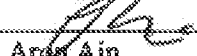
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the First Lien 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 First Lien Security Agreement. All communications and notices hereunder to any Grantor shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the First 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 First Lien Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, each Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

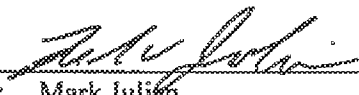
IN WITNESS WHEREOF, the Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

KRONOS TALENT MANAGEMENT LLC (F/K/A
KRONOS TALENT MANAGEMENT INC.),
as a Grantor

By: 
Name: Aron Ain
Title: Manager

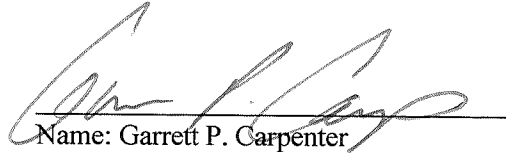
KRONOS TECHNOLOGY SYSTEMS LIMITED
PARTNERSHIP,
as a Grantor

By: Kronos Securities Corporation, its general partner

By: 
Name: Mark Julien
Title: Treasurer

NOMURA CORPORATE FUNDING AMERICAS,
LLC, as Collateral Agent

By:

A handwritten signature in black ink, appearing to read "Garrett P. Carpenter", is written over a horizontal line.

Name: Garrett P. Carpenter

Title: Managing Director

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE A TO THE
FIRST LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS AND EXCLUSIVE LICENSES THEREOF

Title	Application/ Registration Number	Current Owner of Record
Bcncryption-Public Key based Method to Encrypt a Data Stream Between an HTTP Client and HTTP Application Container Using a Client Side/Server Side Coding Pair	7,865,730 B2	Kronos Technology Systems Limited Partnership
Business Volume and Workforce Requirements Forecaster Engine	7,222,082	Kronos Technology Systems Limited Partnership
Dynamic Workforce Scheduler	6,823,315	Kronos Technology Systems Limited Partnership
Electro-Optical Bar Code Reader	5,326,963	Kronos Technology Systems Limited Partnership
Electronic-Optic Barcode Reader	5,471,043	Kronos Technology Systems Limited Partnership
Manual-Adjustment-Free Controlled-Voltage and Current-Limited D.C. Voltage Supply (aka, lead acid battery charge circuit)	5,408,173	Kronos Technology Systems Limited Partnership
Method and System for Tracking Time and Attendance	7,233,919	Kronos Technology Systems Limited Partnership
Methods and Apparatuses to Determine Dynamic Dates	7,426,714	Kronos Technology Systems Limited Partnership
Electronic Employee Selection Systems and Methods	7,080,057	Kronos Technology Systems Limited Partnership
Electronic Employee Selection Systems and Methods	7,310,626	Kronos Technology Systems Limited Partnership
Employee Selection Via Multiple Neural Networks	7,472,097	Kronos Technology Systems Limited Partnership
Conceptualization of Job Candidate Information	7,555,441	Kronos Technology Systems Limited Partnership
Development of Electronic Employee Selection Systems and Methods	7,558,767	Kronos Technology Systems Limited Partnership
Development of Electronic Employee Selection Systems and Methods	7,562,059	Kronos Technology Systems Limited Partnership
Electronic Employee Selection Systems and Methods	8,046,251	Kronos Technology Systems Limited Partnership
Electronic Employee Selection Systems and Methods	8,265,977	Kronos Technology Systems Limited Partnership
Employee Selection Via Adaptive Assessment	11/409,340	Kronos Talent Management Inc. (n/k/a Kronos Talent Management LLC)
Electronic Employee Selection Systems and Methods	12/841,972	Kronos Talent Management Inc. (n/k/a Kronos Talent Management LLC)

Title	Application/ Registration Number	Current Owner of Record
Electronic Employee Selection Systems and Methods	12/841,977	Kronos Talent Management Inc. (n/k/a Kronos Talent Management LLC)
Electronic Employee Selection Systems and Methods	13/243,786	Kronos Talent Management Inc. (n/k/a Kronos Talent Management LLC)
Electronic Employee Selection Systems and Methods	13/458,864	Kronos Talent Management Inc. (n/k/a Kronos Talent Management LLC)