

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6181914

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP	07/01/2020
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
Street Address:	11 MADISON AVENUE
Internal Address:	8TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6823315
Patent Number:	7233919
Patent Number:	7222082
Patent Number:	7865730
Patent Number:	7426714
Application Number:	16014727
Application Number:	16381472
CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<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:	(212)455-2333
Email:	ksolomon@stblaw.com
Correspondent Name:	BOBBIE BURROWS, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	003687/0006
NAME OF SUBMITTER:	BOBBIE BURROWS
SIGNATURE:	/BB/

PATENT

DATE SIGNED:	07/01/2020
---------------------	------------

Total Attachments: 5

- source=Unite - 2020 Joinder to First Lien Security Agreement (Patent Security Agreement) (Executed)#page1.tif
- source=Unite - 2020 Joinder to First Lien Security Agreement (Patent Security Agreement) (Executed)#page2.tif
- source=Unite - 2020 Joinder to First Lien Security Agreement (Patent Security Agreement) (Executed)#page3.tif
- source=Unite - 2020 Joinder to First Lien Security Agreement (Patent Security Agreement) (Executed)#page4.tif
- source=Unite - 2020 Joinder to First Lien Security Agreement (Patent Security Agreement) (Executed)#page5.tif

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “First Lien IP Security Agreement”), dated as of July 1, 2020, among the Person listed on the signature pages hereof (the “Grantor”), and **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as collateral agent for the First 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 First Lien Security Agreement, dated as of May 3, 2019 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “First Lien Security Agreement”), among **UNITE INTERMEDIATE CORP.**, a Delaware corporation, as Holdings (“Holdings”), **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 First 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 First Lien IP Security Agreement.

C. Pursuant to Section 4.4(e) of the First Lien Security Agreement, the Grantor has agreed to execute or otherwise authenticate and deliver this First Lien 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 Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the First Lien Secured Parties a security interest in and continuing lien on all of such 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 such Grantor:

- (i) the United States patents and patent applications and exclusive licenses thereof set forth on Schedule A hereto (the “Patents”);
- (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 First Lien Obligations. The grant of a security interest in the Collateral by the Grantor under this First Lien 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 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 First Lien IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This First Lien IP Security Agreement has been entered into in conjunction with the provisions of the First 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 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 First Lien 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 First Lien IP Security Agreement may be executed by one or more of the parties to this First Lien 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 FIRST LIEN 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 First Lien 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 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 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 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, the Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this First Lien IP 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 Grantor and the Collateral Agent have duly executed this First Lien IP Security Agreement as of the day and year first above written.

**KRONOS TECHNOLOGY SYSTEMS
LIMITED PARTNERSHIP**

By: Kronos Securities Corporation, its general
partner

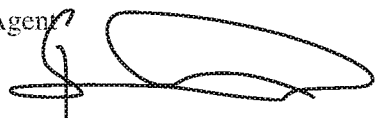
By:  _____

Name: John Butler

Title: Treasurer

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,**

as Collateral Agent



By: _____

Name: Judith Smith
Title: Authorized Signatory



By: _____

Name: Emerson Almeida
Title: Authorized Signatory

SCHEDULE A TO THE
FIRST LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT (Patents)

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Title	Application or Patent No.	Assignee
Dynamic workforce scheduler	6,823,315	Kronos Technology Systems Limited Partnership
Method and system for tracking time and attendance	7,233,919	Kronos Technology Systems Limited Partnership
Business volume and workforce requirements forecaster	7,222,082	Kronos Technology Systems Limited Partnership
Bcencryption (BCE)--a public-key based method to encrypt a data stream	7,865,730	Kronos Technology Systems Limited Partnership
Methods and apparatuses to determine dynamic dates	7,426,714	Kronos Technology Systems Limited Partnership
Using Machine Learning to Predict Retail Business Volume	16/014,727	Kronos Technology Systems Limited Partnership
Predicting upcoming missed clockings and alerting workers or managers	16/381472	Kronos Technology Systems Limited Partnership