

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI154217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release (Reel 066552 / Frame 0029)
CONVEYING PARTY DATA	
Name	Execution Date
Nomura Corporate Funding Americas, LLC	04/05/2024
RECEIVING PARTY DATA	
Company Name:	UKG Inc.
Street Address:	2000 Ultimate Way
City:	Weston
State/Country:	FLORIDA
Postal Code:	33326
Company Name:	Kronos Technology Systems Limited Partnership
Street Address:	900 Chelmsford Street
City:	Lowell
State/Country:	MASSACHUSETTS
Postal Code:	01851
PROPERTY NUMBERS Total: 27	
Property Type	Number
Application Number:	17036050
Application Number:	17468166
Application Number:	17014508
Application Number:	18088411
Application Number:	17933422
Application Number:	18056127
Application Number:	18158635
Application Number:	18158640
Application Number:	18158643
Application Number:	18158646
Application Number:	18158649
Application Number:	18158652
Application Number:	18158669
Application Number:	18158747
Application Number:	18158758

Property Type	Number
Application Number:	18158763
Application Number:	18222592
Application Number:	18338899
Application Number:	18448793
Application Number:	18448797
Application Number:	18476662
Application Number:	18476716
Application Number:	18476748
Application Number:	18476864
Application Number:	18478444
Application Number:	63541437
Application Number:	63541440

CORRESPONDENCE DATA

Fax Number:

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: 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
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SIGNATURE:	Michael Violet
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DATE SIGNED:	04/09/2024
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Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN PATENTS

This RELEASE OF SECURITY INTEREST IN PATENTS (this “Release”), dated as of April 5, 2024 (the “Effective Date”), is made by Nomura Corporate Funding Americas, LLC, in its capacity as Collateral Agent for the Second Lien Secured Parties (the “Agent”), in favor of UKG INC. (f/k/a THE ULTIMATE SOFTWARE GROUP, INC.) and KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of July 1, 2020, by and among the Agent, the Grantors and certain other parties thereto (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Patent Security Agreement, dated as of February 9, 2024 (“Patent Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Patent Security Agreement was recorded with the United States Patent and Trademark Office on February 12, 2024 at Reel/Frame 066552/0029;

WHEREAS, pursuant to the Patent Security Agreement, each Grantor granted to the Agent for the benefit of Second Lien Secured Parties a security interest in and continuing lien on (collectively, the “Security Interest”) all of such Grantor’s right, title and interest in and to the Collateral (as defined in the Patent Security Agreement), including the United States patents and patent applications and exclusive licenses thereof set forth on Schedule I attached hereto, as collateral security for the prompt and complete payment and performance when of the Obligations of such Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Patent Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its Security Interest in and to the Collateral (as defined in the Patent Security Agreement), including the United States patents and patent applications and exclusive licenses thereof set forth on Schedule I attached hereto, arising under the Security Agreement and the Patent Security Agreement, as applicable, and any right, title or interest of the Agent in the Collateral (as defined in the Patent Security Agreement) arising under the Security Agreement and the Patent Security Agreement, as applicable, shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral (as defined in the Patent Security Agreement), including the United States patents and patent applications and exclusive licenses thereof set forth on Schedule I attached hereto, under the Patent Security Agreement or the Security Agreement, as applicable, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the applicable Grantor.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Patent Security Agreement.

4. Recordation. The Agent authorizes and requests that the United States Patent and Trademark Office record this Release.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

NOMURA CORPORATE FUNDING
AMERICAS, LLC, acting in its capacity as
Collateral Agent

By: _____

Name: Garrett P. Carpenter

Title: Managing Director

Schedule I

U.S. Patents and Patent Applications

Release of Patent Security Agreement recorded February 12, 2024 at Reel 066552, Frame 0029

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
1.	Kronos Technology Systems Limited Partnership	Method of training machine learning models for making simulated estimations	17036050	09/29/2020	11481792	10/25/2022
2.	UKG Inc.	System for discovering semantic relationships in computer programs	17468166	09/07/2021	11748232	09/05/2023
3.	UKG Inc.	Autonomously delivering software features	17014508	09/08/2020		
4.	UKG Inc.	System for providing intelligent part of speech processing of complex natural language	18088411	12/23/2022		
5.	Kronos Technology Systems Limited Partnership	Method of training machine learning models for making simulated estimations	17933422	09/19/2022		
6.	UKG Inc.	Method and systems for identifying and addressing worker fatigue	18056127	09/19/2022		
7.	UKG Inc.	Systems and methods for extended horizon time-sequences	18158635	01/24/2023		
8.	UKG Inc.	Networks, apparatus, and methods for schedule conformance ¹	18158640	01/24/2023		
9.	UKG Inc.	Systems and methods for adjusting a time sequence responsive to a predicted or a detected austere event	18158643	01/24/2023		
10.	UKG Inc.	Systems and methods for timekeeping and scheduling	18158646	01/24/2023		
11.	UKG Inc.	Apparatus and methods for enabling workers to compete for currently upcoming shifts	18158649	01/24/2023		
12.	UKG Inc.	Systems and methods for sequence mimicking ²	18158652	01/24/2023		
13.	UKG Inc.	Systems and methods for schedule experimentation	18158669	01/24/2023		
14.	UKG Inc.	Systems and methods for bootstrap scheduling	18158747	01/24/2023		

¹ Title listed as "Systems and Methods for bootstrap scheduling" on Schedule A to the Patent Security Agreement.

² Title listed as "Systems and methods for schedule experimentation" on Schedule A to the Patent Security Agreement.

	Assignee	Patent Title	Serial No.	Filing Date	Patent No.	Issue Date
15.	UKG Inc.	Systems and methods for a hierarchical feature propagator	18158758			
16.	UKG Inc.	Systems and methods for generating multiple schedules for computational efficiency	18158763	01/24/2023		
17.	UKG Inc.	Data standardization using machine learning for comprehensive query processing	18222592			
18.	Kronos Technology Systems Limited Partnership	Predicting upcoming missed clockings and alerting workers or managers	18338899			
19.	UKG Inc.	Methods and systems for tracking worker benefaction at an organization	18448793			
20.	UKG Inc.	Methods and systems for tracking worker benefaction at an organization	18448797			
21.	UKG Inc.	Systems and methods for real-time payroll data validation	18476662			
22.	UKG Inc.	Systems and methods for geography-based data collection and evaluation	18476716			
23.	UKG Inc.	Systems and methods for applying data transformations for payroll engines	18476748			
24.	UKG Inc.	Systems and methods for self-schedule recommendations	18476864			
25.	UKG Inc.	Systems, apparatuses, and methods for workforce capacity planning	18478444			
26.	UKG Inc.	Workforce scheduling based on shift enumeration (Small Scope Engine)	63541437			
27.	UKG Inc.	Workforce scheduling based on problem decomposition (Scalable engine)	63541440			