

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nimble Software Systems, Inc.		06/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Collateral Agent		
Street Address:	500 First Avenue		
Internal Address:	(P7-PFSC-04-L)		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5224998	PHOTOCLOCK	
Registration Number:	5146651	XIMBLE	
Registration Number:	4033985	NIMBLESCHEDULE	
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:	3129932652		
Email:	heather.poitras@lw.com		
Correspondent Name:	Heather Poitras		
Address Line 1:	330 N Wabash Avenue		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	060047-0006 HP		
NAME OF SUBMITTER:	Heather Poitras		
SIGNATURE:	/hp/		
DATE SIGNED:	06/11/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated June 11, 2021, is made by the Persons listed on the signature pages hereof (each individually, a “Grantor” and collectively, the “Grantors”) in favor of PNC BANK, NATIONAL ASSOCIATION (“PNC”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, PAYCOR, INC., a Delaware corporation (the “Borrower”), PRIDE GUARANTOR, INC., a Delaware corporation (“Holdings”), PNC, as Administrative Agent and Collateral Agent and each Lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) have entered into the Credit Agreement dated as of June 11, 2021 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of Cash Management Obligations upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Security Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit, the Hedge Banks to enter into Secured Hedge Agreements and the Cash Management Banks to enter into agreements in respect of the Cash Management Obligations.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”), in each case, other than Excluded Property: all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are

unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the 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 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PAYCOR, INC.,

a Delaware corporation as a Grantor

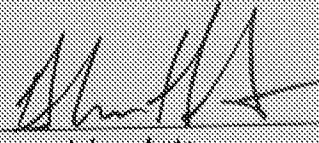
NIMBLE SOFTWARE SYSTEMS, INC.,

a Delaware corporation, as a Grantor

NEWTON SOFTWARE, LLC,

an Ohio limited liability company, as a Grantor

By: _____

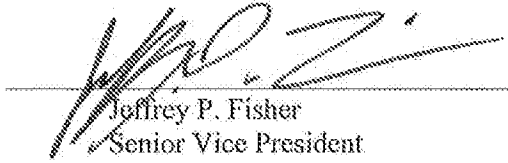


Name: Adam Ante

Title: Chief Financial Officer

ACCEPTED AND AGREED

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: Jeffrey P. Fisher
Title: Senior Vice President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered owner/ Grantor	Trademark	Registration Number Registration Date	Serial Number Application Date
Paycor, Inc.	PERFORM	4826196 10/6/2015	86533124 2/12/2015
Paycor, Inc.	PERFORM	4515305 4/15/2014	85639787 5/31/2012
Paycor, Inc.	PAYCOR	4382223 8/13/2013	85637162 5/29/2012
Paycor, Inc.	CPA CARE	4317591 4/9/2013	85220697 1/19/2011
Paycor, Inc.	TIME ON DEMAND	3948319 4/19/2011	77684427 3/5/2009
Paycor, Inc.	PAYCOR	2124315 12/32/1997	75095521 4/29/1996
Nimble Software Systems, Inc.	PHOTOCLOCK	5224998 6/13/2017	87220899 1/31/216
Nimble Software Systems, Inc.	XIMBLE	5146651 2/21/2017	87109148 7/19/2016
Nimble Software Systems, Inc.	NIMBLESCHEDULE	4033985 10/4/2011	85182277 11/22/2010
Newton Software, LLC	DESIGN ONLY	4907123 3/1/2016	86457020 11/17/2014
Newton Software, LLC	DESIGN ONLY	4155850 6/5/2012	76708034 6/17/2011
Newton Software, LLC	GREEN IS GO. RED IS NO.	4089333 1/24/2012	76708033 6/7/2011
Newton Software, LLC	GRAVITY	3451821 6/24/2008	76683448 10/29/2007
Newton Software, LLC	NEWTON	3313217 10/16/2007	76662973 7/13/2006