

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI20163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Notes)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UKG Inc.		02/09/2024	Corporation: DELAWARE
Kronos Technology Systems Limited Partnership		02/09/2024	Limited Partnership: MASSACHUSETTS
Empower Software Solutions, Inc.		02/09/2024	Corporation: DELAWARE
Great Place to Work Institute Inc.		02/09/2024	Corporation: CALIFORNIA
SpotCues, Inc.		02/09/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Computershare Trust Company, National Association, as Notes Collateral Agent		
Street Address:	1505 Energy Park Drive		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55108		
Entity Type:	Other: DISTRICT OF COLUMBIA		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Registration Number:	5913991	ASCENTIS	
Registration Number:	3739568	AUTOTIME	
Registration Number:	1815382	CARDSAVER	
Registration Number:	3886885	EMPOWER SOFTWARE SOLUTIONS	
Registration Number:	5837082	EVERYTHINGBENEFITS	
Registration Number:	4513322	EZCALL	
Registration Number:	3509068	GIFTWORK	
Registration Number:	4442899	GIFTWORK	
Registration Number:	2837020	GREAT PLACE TO WORK	
Registration Number:	2798920	GREAT PLACE TO WORK	
Registration Number:	2079203	GREAT PLACE TO WORK	
Registration Number:	2801148	GREAT PLACE TO WORK	
Registration Number:	2837021	GREAT PLACE TO WORK	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	2536708	GREAT PLACE TO WORK
Registration Number:	4712338	GREAT PLACE TO WORK
Serial Number:	97835389	IMMEDIS ONEVIEW
Registration Number:	1163542	KRONOS
Registration Number:	3751591	KRONOS
Registration Number:	4071121	KRONOS INTOUCH
Registration Number:	4243596	KRONOS WORKFORCE READY
Registration Number:	7246363	LIFE-WORK TECHNOLOGY
Registration Number:	3375753	NOVATIME
Registration Number:	5386479	NOVATIME FEEL THE POWER NT
Registration Number:	2761995	NOVATIMEANYWHERE
Registration Number:	5384235	NOVAPOWER ANALYTICS
Registration Number:	2944477	OPTILINK
Registration Number:	7027372	OUR PURPOSE IS PEOPLE
Registration Number:	5385863	SPOTCUES
Registration Number:	3625466	SUREPATH
Registration Number:	7266867	TELESTAFF
Registration Number:	1401881	TIMEKEEPER CENTRAL
Registration Number:	3714376	TIMELINK
Registration Number:	4719105	TOUCHBASE
Registration Number:	6442666	UKG
Registration Number:	6680433	UKG
Registration Number:	6714120	UKG PRO
Registration Number:	6714121	UKG READY
Registration Number:	6790432	UKG DIMENSIONS
Registration Number:	6958176	UKG TOUCHFREE ID
Registration Number:	7027383	UKG OUR PURPOSE IS PEOPLE
Registration Number:	7128719	UKG TALK
Registration Number:	7134250	UKG WALLET
Registration Number:	7182708	UKG PRO
Registration Number:	7187782	UKG READY
Registration Number:	1863610	ULTIPRO
Registration Number:	5424440	ULTIPRO PERCEPTION
Registration Number:	3855207	VIRTUAL ROSTER
Registration Number:	3855208	VIRTUAL ROSTER
Registration Number:	2831559	VISIONWARE
Registration Number:	2567915	WORKFORCE CENTRAL
Registration Number:	5433764	WORKFORCE DIMENSIONS

Property Type	Number	Word Mark
Registration Number:	5478928	XANDER

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
SIGNATURE:	Michael Violet
DATE SIGNED:	02/12/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "IP Security Agreement"), dated as of February 9, 2024, among the Persons listed on the signature pages hereof (the "Grantors"), and **COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (in such capacity, together with its successors, assigns, designees and sub-agents in such capacity, the "Notes Collateral Agent").

A. Reference is made to that certain Notes Security Agreement, dated as of February 9, 2024 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Notes Security Agreement"), among **UKG INC.**, a Delaware corporation (the "Company"), each of the subsidiaries of the Company listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof and the Notes 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 Notes 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 IP Security Agreement.

C. Pursuant to Section 4.4(e) of the Notes 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 Notes Security Agreement to the Notes Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office ("USPTO").

Accordingly, the Notes Collateral Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby transfers, assigns and pledges to the Notes Collateral Agent, for the benefit of the Secured Parties, and hereby grants to the Notes Collateral Agent for the benefit of the 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 or existing or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral") as security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Notes Obligations:

(i) the United States trademark and service mark registrations and applications and exclusive licenses thereof set forth on Schedule A hereto (provided that no security interest shall be granted in any "intent-to-use" trademark application filed with the USPTO prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto), including all goodwill associated therewith or symbolized thereby (the "Trademarks");

(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 Secured Notes 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 Secured Notes Obligations and would be owed to the Notes Collateral Agent or the 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 Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental officer to 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 Notes Security Agreement. Each Grantor and the Notes Collateral Agent do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Notes 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 Notes Security Agreement, the terms of the Notes 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. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this IP Security Agreement or any document to be signed in connection with this IP Security Agreement shall be deemed to include digital signatures provided by DocuSign, Inc., Orbit, Adobe Sign in English (or such other digital signature provider or language as specified in writing to the Notes Collateral Agent by the authorized representative), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. This IP Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the NY UCC (collectively, “Signature Law”); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

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 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 Notes Security Agreement. All communications and notices hereunder to each Grantor shall be given to it in care of the Company at the Company's address set forth in Section 13.01 of the Indenture (whether or not then in effect).

SECTION 9. Expenses. To the extent the Company would be required to do so pursuant to Section 7.07 of the Indenture (whether or not then in effect), each Grantor agrees to reimburse the Notes Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, expenses and other charges and disbursements of counsel for the Notes Collateral Agent.

[Signature Pages Follow]

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

UKG INC.

By: John A Butler
Name: John Butler
Title: Chief Financial Officer

KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP

By: KRONOS SECURITIES, LLC, its General Partner

By: UKG KRONOS SYSTEMS, LLC, its Sole Member

By: John A Butler
Name: John Butler
Title: Manager

EMPOWER SOFTWARE SOLUTIONS, INC.

By: John A Butler
Name: John Butler
Title: Authorized Officer

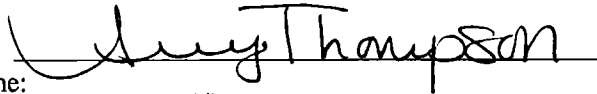
GREAT PLACE TO WORK INSTITUTE INC.

By: John A Butler
Name: John Butler
Title: Authorized Officer

SPOTCUES, INC.

By: John A Butler
Name: John Butler
Title: Authorized Officer

**COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,
as Notes Collateral Agent**

By: 
Name: _____
Title: **Amy Thompson
Vice President**

SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	U.S. Serial/ Registration number	Owner
ASCENTIS	5,913,991	UKG Inc.
AUTOTIME	3739568	Kronos Technology Systems Limited Partnership
CARDSAVER	1815382	Kronos Technology Systems Limited Partnership
EMPOWER SOFTWARE SOLUTIONS	3886885	EMPOWER SOFTWARE SOLUTIONS, INC.
EVERYTHINGBENEFITS	5837082	Kronos Technology Systems Limited Partnership
EZCALL	4513322	Kronos Technology Systems Limited Partnership
GIFTWORK	3509068	Great Place to Work Institute Inc.
GIFTWORK	4442899	Great Place to Work Institute, Inc.
GREAT PLACE TO WORK	2837020	Great Place to Work Institute Inc.
GREAT PLACE TO WORK	2798920	Great Place to Work Institute Inc.
GREAT PLACE TO WORK	2079203	Great Place to Work Institute, Inc.
GREAT PLACE TO WORK & Design	2801148	Great Place to Work Institute Inc.
GREAT PLACE TO WORK & Design	2837021	Great Place to Work Institute Inc.
GREAT PLACE TO WORK & Design	2536708	Great Place to Work Institute, Inc.
GREAT PLACE TO WORK & Design (Color)	4712338	Great Place to Work Institute, Inc.
IMMEDIS ONEVIEW	97835389	UKG Inc.
KRONOS	1163542	Kronos Technology Systems Limited Partnership
KRONOS	3751591	Kronos Technology Systems Limited Partnership
KRONOS INTOUCH	4071121	Kronos Technology Systems Limited Partnership
KRONOS WORKFORCE READY	4243596	Kronos Technology Systems Limited Partnership
LIFE-WORK TECHNOLOGY	7246363	UKG Inc.
NOVATIME	3375753	UKG Inc.
NOVATIME (GRAPHIC AND LOGO)	5386479	UKG Inc.
NOVATIMEANYWHERE	2761995	UKG Inc.
NOVATIME ANALYTICS	5384235	UKG Inc.
OPTILINK	2944477	Kronos Technology Systems Limited Partnership

Mark	U.S. Serial/ Registration number	Owner
OUR PURPOSE IS PEOPLE	7027372	UKG Inc.
SPOTCUES	5385863	SpotCues, Inc.
SUREPATH	3625466	UKG Inc.
TELESTAFF	7266867	UKG Inc.
TIMEKEEPER CENTRAL	1401881	Kronos Technology Systems Limited Partnership
TIMELINK	3714376	Kronos Technology Systems Limited Partnership
TOUCHBASE	4719105	UKG Inc.
UKG	6442666	UKG Inc.
UKG	6680433	UKG Inc.
UKG PRO	6714120	UKG Inc.
UKG READY	6714121	UKG Inc.
UKG DIMENSIONS	6790432	UKG Inc.
UKG TOUCHFREE ID	6958176	UKG Inc.
UKG OUR PURPOSE IS PEOPLE	7027383	UKG Inc.
UKG TALK	7128719	UKG Inc.
UKG WALLET	7134250	UKG Inc.
UKG PRO	7182708	UKG Inc.
UKG READY	7187782	UKG Inc.
ULTIPRO	1863610	UKG Inc.
ULTIPRO PERCEPTION	5424440	UKG Inc.
VIRTUAL ROSTER	3855207	Kronos Technology Systems Limited Partnership
VIRTUAL ROSTER	3855208	Kronos Technology Systems Limited Partnership
VISIONWARE	2831559	Kronos Incorporated
WORKFORCE CENTRAL	2567915	Kronos Technology Systems Limited Partnership
WORKFORCE DIMENSIONS	5433764	Kronos Technology Systems Limited Partnership
XANDER	5478928	UKG Inc.