

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paycor, Inc.		11/02/2018	Corporation: DELAWARE
Newton Software, Inc.		11/02/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Agent		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4089333	GREEN IS GO. RED IS NO.	
Registration Number:	4907123		
Registration Number:	4155850		
Registration Number:	3313217	NEWTON	
Registration Number:	3451821	GRAVITY	
Registration Number:	4317591	CPA CARE	
Registration Number:	2124315	PAYCOR	
Registration Number:	4382223	PAYCOR	
Registration Number:	4515305	PERFORM	
Registration Number:	4826196	PERFORM	
Registration Number:	3948319	TIME ON DEMAND	
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:	212.318.6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
TRADEMARK			

CH \$290.00 4089333

Address Line 2: 200 Park Avenue
Address Line 4: NEW YORK, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ ALANA GRAMER

DATE SIGNED: 11/02/2018

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of November, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 2, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Wells Fargo, as Administrative Agent and Lead Arranger, the lenders party thereto, Pride Guarantor, Inc., a Delaware corporation ("Holdings"), Paycor, Inc. a Delaware corporation ("Paycor"), Pride Merger Subsidiary, Inc., a Delaware corporation ("Merger Sub"), which upon consummation of the Closing Acquisition, shall be merged with and into Paycor with Paycor surviving such merger (Merger Sub and Paycor, each individually a "Borrower" and, collectively, jointly and severally, the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral").

- (a) all of its U.S. Trademark registrations and registrations referred to on Schedule I;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing Trademark registrations and renewals; and
- (d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

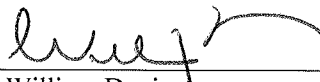
6. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PAYCOR, INC.

By: 
Name: William Davis
Title: Chief Financial Officer

NEWTON SOFTWARE, INC.

By: _____
Name: Stacey Browning
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

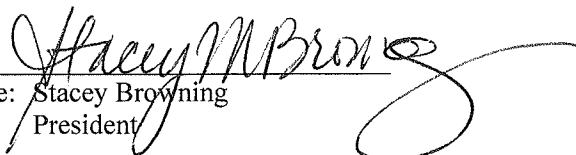
PAYCOR, INC.

By: _____

Name: William Davis

Title: Chief Financial Officer

NEWTON SOFTWARE, INC.

By:  _____

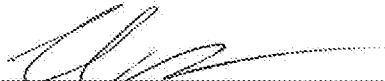
Name: Stacey Browning

Title: President

ACCEPTED AND ACKNOWLEDGED BY:


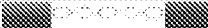

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking association

By: 
Name: Reid R. Landers _____
Title: Vice President _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Registration No./Date</u>	<u>Serial No./ Filing Date</u>
Newton Software, Inc.	GREEN IS GO. RED IS NO	USA	4089333 24-JAN-2012	76708033 17-JUN-2011
Newton Software, Inc.	GREEN IS GO. RED IS NO. Design 	USA	4907123 01-MAR-2016	86457020 17-NOV-2014
Newton Software, Inc.	GREEN IS GO. RED IS NO. Design 	USA	4155850 05-JUN-2012	76708034 17-JUN-2011
Newton Software, Inc.	NEWTON	USA	3313217 16-OCT-2007	76662973 13-JUL-2006
Newton Software, Inc.	GRAVITY	USA	3451821 24-JUN-2008	76683448 29-OCT-2007
Paycor, Inc.	CPA CARE	USA	4317591 09-APR-2013	85220697 19-JAN-2011
Paycor, Inc.	PAYCOR	USA	2124315 23-DEC-1997	75095521 29-APR-1996
Paycor, Inc.	PAYCOR Design 	USA	4382223 13-AUG-2013	85637162 29-MAY-2012
Paycor, Inc.	PERFORM	USA	4515305 15-APR-2014	85639787 31-MAY-2012
Paycor, Inc.	PERFORM and Design	USA	4826196 06-OCT-2015	86533124 12-FEB-2015

<u>Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Registration No./Date</u>	<u>Serial No./ Filing Date</u>
	PERFORM			
Paycor, Inc.	TIME ON DEMAND	USA	3948319 19-APR- 2011	77684427 05-MAR- 2009

Applications:

None