

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653518

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest : Recorded at Reel/Frame - 6474/0328 and 6698/0614

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		06/11/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	PAYCOR, INC.
Street Address:	4811 MONTGOMERY ROAD
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45212
Entity Type:	Corporation: DELAWARE
Name:	NEWTON SOFTWARE, LLC
Street Address:	4811 MONTGOMERY ROAD
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45212
Entity Type:	Limited Liability Company: OHIO
Name:	NIMBLE SOFTWARE SYSTEMS, INC.
Street Address:	2173 SALK AVE
Internal Address:	SUITE 250
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92008
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

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

TRADEMARK

Property Type	Number	Word Mark
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
Registration Number:	5146651	XIMBLE
Registration Number:	4033985	NIMBLESCHEDULE
Registration Number:	5224998	PHOTOCLOCK

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	46434-2
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	06/11/2021

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is dated as of June 11, 2021 and delivered by **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties under the Intellectual Property Security Agreements referred to below (in such capacity, the “Collateral Agent”), in favor of **PAYCOR, INC.** (“Paycor”), **NEWTON SOFTWARE, LLC** (f/k/a Newton Software, Inc.) (“Newton”) and **NIMBLE SOFTWARE SYSTEMS, INC.** (“Nimble” and together with Paycor and Newton, the “Grantors”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement (as defined below).

WHEREAS, pursuant to that certain (i) Copyright Security Agreement, dated November 2, 2018, by and among Newton and Collateral Agent, (ii) Trademark Security Agreement, dated November 2, 2018, by and among Paycor, Newton and Collateral Agent, (iii) Patent Security Agreement, dated November 2, 2018, by and among Paycor and Collateral Agent, (iv) Trademark Security Agreement, dated July 19, 2019, by and among Nimble and Collateral Agent and (v) Copyright Security Agreement, dated July 19, 2019, by and among Nimble and Collateral Agent (collectively, the “Intellectual Property Security Agreements”), in order to secure payments of certain Obligations (as defined in the Credit Agreement, as such term is defined in each of the Intellectual Property Security Agreements), each Grantor assigned, pledged and granted to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a continuing security interest in all of such Grantor’s right, title and interest in, to all (i) Trademarks, including those listed on Schedule I hereto, (ii) Patents, including those listed on Schedule II hereto, (iii) Copyrights, including those listed on Schedule III hereto, (iv) Licenses, (v) all other Intellectual Property and (vi) all Proceeds and products of any and all of the foregoing and all supporting obligations, collateral security and guarantees given with respect to any of the foregoing (in each case to the extent the same constitute Collateral (as defined in each of the Intellectual Property Security Agreements)) (collectively, the “Intellectual Property Collateral”).

WHEREAS, certain of the Intellectual Property Security Agreements evidencing the security interest granted by the Grantors in favor of the Collateral Agent were recorded with the United States Patent and Trademark Office (i) on November 2, 2018 (x) with respect to the Patents at Reel/Frame 047404/0741 and (y) with respect to the Trademarks at Reel/Frame 6474/0328 and (ii) on July 19, 2019 with respect to Trademarks at Reel/Frame 6698/0614.

WHEREAS, certain of the Intellectual Property Security Agreements evidencing the security interest granted by the Grantors in favor of the Collateral Agent were recorded with the United States Copyright Office on November 2, 2018 and on July 19, 2019.

WHEREAS, the Collateral Agent acknowledges the full payment and performance of the Obligations, and as a result desires to terminate and release its security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself, its successors and assigns, and the Secured Parties, hereby terminates, releases and forever discharges any and all security interests it has in the Intellectual Property Collateral, terminates the IP Security Agreement, and retransfers and reassigns to the Grantors without representation or warranty of any kind, express or implied, free and clear of any

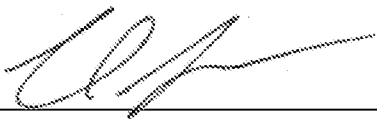
claims by the Collateral Agent, all right, title or interest of the Collateral Agent in, to or under the Intellectual Property Collateral.

This Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Collateral Agent

By:  _____

Name: Reid Landers





Title: Director

[Signature Page to Release of Security Interest in Intellectual Property]

TRADEMARK
REEL: 007324 FRAME: 0601

SCHEDULE I

TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	TRADEMARK	SERIAL NO./FILING DATE	REG. NO./DATE	OWNER OF RECORD
USA	GREEN IS GO. RED IS NO	76708033 17-JUN-2011	4089333 24-JAN-2012	Newton Software, Inc.
USA	GREEN IS GO. RED IS NO. Design 	86457020 17-NOV-2014	4907123 01-MAR-2016	Newton Software, Inc.
USA	GREEN IS GO. RED IS NO. Design 	76708034 17-JUN-2011	4155850 05-JUN-2012	Newton Software, Inc.
USA	NEWTON	76662973 13-JUL-2006	3313217 16-OCT-2007	Newton Software, Inc.
USA	GRAVITY	76683448 29-OCT-2007	3451821 24-JUN-2008	Newton Software, Inc.
USA	CPA CARE	85220697 19-JAN-2011	4317591 09-APR-2013	Paycor, Inc.
USA	PAYCOR	75095521 29-APR-1996	2124315 23-DEC-1997	Paycor, Inc.
USA	PAYCOR Design 	85637162 29-MAY-2012	4382223 13-AUG-2013	Paycor, Inc.
USA	PERFORM	85639787 31-MAY-2012	4515305 15-APR-2014	Paycor, Inc.
USA	PERFORM and Design 	86533124 12-FEB-2015	4826196 06-OCT-2015	Paycor, Inc.
USA	TIME ON DEMAND	77684427 05-MAR-2009	3948319 19-APR-2011	Paycor, Inc.
USA	XIMBLE		5146651 21-FEB-2017	Nimble Software Systems, Inc.
USA	NimbleSchedule Design		4033985 04-OCT-2011	Nimble Software Systems, Inc.
EU	NimbleSchedule Design		013102025 01-JAN-2015	Nimble Software Systems, Inc.
USA	photoClock		5224998 13-JUNE-2017	Nimble Software Systems, Inc.

SCHEDULE II

PATENTS AND PATENT APPLICATIONS

JURISDICTION	TITLE	(APP. NO.)/ PATENT NO.	RECORD OWNER
USA	Intelligent Extraction and Organization of Data from Unstructured Documents	15900311	Paycor, Inc.

SCHEDULE III

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COUNTRY	COPYRIGHT	REG. NO.	REG. DATE	OWNER OF RECORD
USA	Ximble Staff Scheduling & Time Tracking Application	TX 8-600-454	06/24/2018	Nimble Software Systems, Inc.
USA	Newton	TX0006581074	5/4/2007	Newton Software, LLC
USA	Newton 2007	TX0006579808	5/16/2007	Newton Software, LLC
USA	Newton 2009	TX0007148429	12/7/2009	Newton Software, LLC
USA	Newton 2011	TX0007433488	8/6/2011	Newton Software, LLC
USA	Newton 2014	TX0007920586	5/27/2014	Newton Software, LLC
USA	Newton Software, Inc. – Website 2014	TX0007918198	5/16/2014	Newton Software, LLC
USA	Gravity People website	TX0006949347	11/5/2007	Newton Software, LLC