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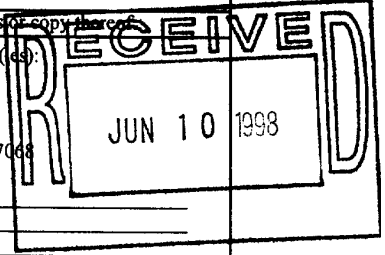
06-17-1998



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TRADEMARKS ONLY

HEET U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



<p>1. Name and address of conveying party(ies):</p> <p>Name: William M. Mercer, Incorporated Address: 1166 Avenue of the Americas, 44th Floor New York, New York</p> <p><input type="checkbox"/> Individual      <input type="checkbox"/> Association <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: ADP, Inc. Address: One ADP Boulevard Roseland, New Jersey 07068</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes      <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p>
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3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: \_\_\_\_\_

Execution Date: October 3, 1997

<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application Number(s):</p> <p>Additional numbers attached? <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	<p>B. Trademark Registration Number(s):</p> <p>SEE ATTACHED</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: Ms. Ginger McCormick</p> <p>Address: McCutchen, Doyle, Brown &amp; Enersen, LLP <u>Three Embarcadero Center</u> <u>San Francisco, California 94111</u></p>	<p>6. Total applications and registrations involved: <u>4</u></p> <p>7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): <u>\$160.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account. <input checked="" type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 13-0257.</p> <p>8. Deposit Account Number: <u>13-0257</u></p>
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06/16/1998 DCOATES 00000120 1924177  
01 FC:481      40.00 OP  
02 FC:482      75.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ginger L. McCormick      [Signature]      6/9/98  
Name      Signature      Date

Total number of pages including cover sheet, attachments and document: 6

Repln. Ref: 06/16/1998 DCOATES 0010254800  
DA#:130257      Name/Number:1924177  
FC: 704      \$45.00 CR

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

**U.S. Patent and Trademark Office  
Registration Assignment**

MARK	REGISTRATION NO.	REGISTRATION DATE
LOANKEY	1,924,177	October 3, 1995
LOANKEY	1,924,105	October 3, 1995
LOANKEY	1,923,607	October 3, 1995
LOANKEY	1,938,158	November 28, 1995



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ASSET PURCHASE AGREEMENT

Dated October 3, 1997,

between

ADP, INC.,

and

WILLIAM M. MERCER, INCORPORATED

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## ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated October 3, 1997, between ADP, Inc., a corporation organized under the laws of the State of Delaware ("ADP"), and William M. Mercer, Incorporated, a corporation organized under the laws of the State of Delaware ("Mercer").

### WITNESSETH:

WHEREAS, Mercer is involved, among other things, in the business of offering and supplying human resources and benefits consulting and benefits administration services to diverse customers; and

WHEREAS, ADP desires to acquire from Mercer, and Mercer desires to sell to ADP the Transferred Business (as defined herein), all upon the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants hereinafter set forth, the parties hereto agree as follows:

### Article I

#### DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"ADP": as defined in the preamble of this Agreement.

"Affiliate": any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Person specified.

"Agreement": this Asset Purchase Agreement, as amended from time to time.

"Alliance Agreement": as defined in Section 8.11 hereof.

"Ancillary Agreements": the Transition Services Agreement, the Alliance Agreement and the Facility Licenses.

"Assets": as defined in Section 2.1 hereof.

"Asset Transfer Documents": as defined in Section 2.6 hereof.

(g) The Transferred Business and MPPS have not made, and are not obligated to make, any payments, and are not parties to any agreement that could obligate them to make any payments that will not be deductible under Section 280G of the Code.

4.12 Intellectual Property. (a) Except as set forth in Schedule 4.12 to the Disclosure Schedule, Mercer in all cases either owns and possesses all right, title and interest in or to, or has the right to use, the Transferred Intellectual Property. Schedule 4.12 hereto to the Disclosure Schedule lists and describes in reasonable detail all Intellectual Property that is material to the conduct of the Transferred Business. Such Schedule separately lists all patents, patent licenses and patent applications, copyrights and copyright applications, trademarks, trade names, service marks and logos that are included within the Transferred Intellectual Property and, with respect to each of the foregoing, indicates whether it has been registered or an application for registration is pending (which indication shall include the registration or application number, the applicable filing authority and jurisdiction and the date of such registration or application). Schedule 4.12 to the Disclosure Schedule sets forth all licenses, agreements and other rights granted by Mercer to any third party with respect to the Transferred Intellectual Property and all licenses, agreements and other rights with respect to the Transferred Intellectual Property granted by any third party to Mercer, in each case together with a description of the subject matter licensed. Except as set forth on Schedule 4.12 to the Disclosure Schedule, Mercer is not and, to Mercer's knowledge, no third party is in default under any of such licenses, agreements or other rights, and there exists no event, occurrence, condition or act (including the sale of the Assets hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default thereunder. Schedule 4.12 to the Disclosure Schedule also sets forth a list of all registries, including the United States Patent and Trademark Office and United States Copyright Office, where any of the Transferred Intellectual Property is registered or subject to a pending application for registration. None of the Transferred Intellectual Property infringes upon, or constitutes a misappropriation of, any copyright, patent, trade secret or other proprietary right of any third party. Except as set forth in Schedule 4.12 to the Disclosure Schedule, (i) all of the Transferred Intellectual Property are free and clear of all Encumbrances other than Permitted Encumbrances; (ii) no claim by any third party contesting the validity, enforceability, use or ownership of any Transferred Intellectual Property has been made or to Mercer's knowledge is threatened; (iii) Mercer has not received any notice of any infringement or misappropriation of, or other conflict with any third party with respect to, any Transferred Intellectual Property, nor has Mercer received any claims of infringement or misappropriation of, or conflict with, any intellectual property of any third party in connection with the Transferred Business, nor does Mercer have knowledge of any such infringement, misappropriation or conflict; (iv) all Transferred Intellectual Property will be owned by or available for use by ADP on commercially equivalent terms and conditions immediately subsequent to the Closing Date; (v) Mercer has not taken or omitted to take any action which would have the effect of waiving any material rights to the Transferred Intellectual Property; and (vi) Mercer has made all necessary filings and recordations and have paid all required fees and taxes to record and maintain their ownership of their patented or registered Transferred Intellectual Property in the United States Patent and Trademark Office, United States Copyright Office and all other applicable federal, state or foreign registries.

Intellectual Property

List of Intellectual Property and Agreements Relating Thereto

See Schedules 2.1b and 4.9

Trademarks

"LOANKEY":

International Class 16, Reg. Number 1,923,607  
International Class 37, Reg. Number 1,924,105  
International Class 41, Reg. Number 1,924,177  
International Class 9, Reg. Number 1,938,158

Additional Disclosures

None