

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 9381.111U501

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Cerdian Corporation

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
New Cerdian Corporation
3311 East Old Shakopee Road
Minneapolis, Minnesota 55425-1640

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Delaware
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: March 27, 2001

4. Application number(s) or trademark number(s):

A. Trademark Application No (s)/ Mark(s)
see attached schedule

B. Trademark Reg. No.(s)/Mark(s)
see attached schedule

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John L. Beard
 Address: MERCHANT & GOULD P.C.
 P.O. Box 2910
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 32

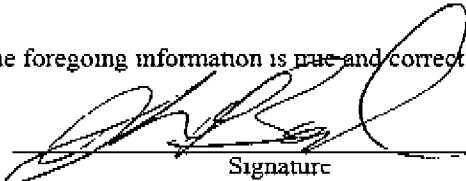
7. Total fee (37 CFR 3.41): \$815.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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

John L. Beard
Name of Person Signing


Signature

4/6/01
Date

Total number of pages including cover sheet, attachments, and documents: 4

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
By Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PKC2-1060C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
CERIDIAN	74/275891	15-May-92	1,868,786	20-Dec-94
CERIDIAN ONLINE	76/094808	21-Jul-00		
CERIDIAN POWER RESOURCE	75/841307	05-Nov-99		
CERIDIAN RESOURCE HIRE	75/777935	17-Aug-99		
CERIDIAN RESOURCE SCREEN	75/841715	05-Nov-99		
CERIDIAN SOURCE TAX	75/841853	05-Nov-99		
CERIDIAN SOURCE TAX NAVIGATOR	75/841716	05-Nov-99		
EAR	74/133377	25-Jan-91	1,674,472	04-Feb-92
EAR	73/179016	20-Jul-78	1,128,442	25-Dec-79
ELDER CONNECTIONS	73/713670	26-Feb-88	1,506,928	04-Oct-88
EMPLOYEE ADVISORY RESOURCE	73/178939	20-Jul-78	1,140,557	14-Oct-80
EXIT INTERVIEW	75/660543	15-Mar-99		
INTEGRATING SERVICE WITH TECH	75/337492	07-Aug-97	2,184,046	25-Aug-98
LIFE WORKS	74/459640	18-Nov-93	1,900,828	20-Jun-95
LIFEWORCS ONESOURCE	76/038863	02-May-00		
LMPLUS	74/154735	08-Apr-91	1,674,119	04-Feb-92
ORCHESTRATOR	73/669053	29-Jun-87	1,488,246	17-May-88
PAYAMERICA	73/839907	14-Nov-89	1,605,895	10-Jul-90
POWER OF CONNECTIONS	75/938907	08-Mar-00		
POWER PAY	74/299896	29-Jul-92	1,897,986	06-Jun-95
POWERPAY	75/938952	08-Mar-00		
REPERTOIRE	74/083863	01-Aug-90	1,841,670	28-Jun-94
SIGNATURE	74/085601	06-Aug-90	1,676,974	25-Feb-92
SOURCE TAX	75/938953	08-Mar-00		
SOURCE TAX ONLINE	75/938155	08-Mar-00		
SOURCELINK	75/855617	22-Nov-99		
STS (Stylized)	74/670936	08-May-95	1,972,796	07-May-96
STS (Stylized)	73/315743	22-Jun-81	1,198,240	15-Jun-82
TAXSEND	74/013820	26-Dec-89	1,613,667	18-Sep-90
TAXTEL	74/014712	26-Dec-89	1,652,553	30-Jul-91
TIMEANYWARE	75/711412	21-May-99		
WORKING TOGETHER	75/660540	15-Mar-99		

TRADEMARK ASSIGNMENT

WHEREAS, Ceridian Corporation (hereinafter "Assignor"), a Delaware corporation having a principal place of business at 3311 East Old Shakopee Road, Minneapolis, Minnesota 55425-1640, is the record owner of the trademark registrations and applications referenced on the attached "Schedule A";

WHEREAS, New Ceridian Corporation (herein after "Assignee"), a Delaware corporation having a principal place of business at 3311 East Old Shakopee Road, Minneapolis, Minnesota 55425-1640, is desirous of acquiring all right, title and interest in and to said registrations and applications.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to said trademarks and said trademark registrations and applications, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks and by said trademark registrations and applications, along with all rights and remedies against infringement, and rights to protection of interests in such trademarks and trademark registrations and applications, as provided under the laws of any applicable jurisdictions.

Assignor shall promptly prepare and deliver for recording (at Assignee's request and expense) any instrument necessary to perfect or record the transfer of any of the trademark registrations and applications in the United States Patent and Trademark Office, and any other recording office in a foreign country where such recordings are

properly made. Without limiting the foregoing, Assignee will be responsible for any legal expenses or government fees associated with recording any assignment or other instrument necessary to perfect or record the transfer of any of the trademark registrations and applications in the U.S. and in any foreign countries.

Upon the Assignee's request at any time and from time to time, Assignor shall execute and deliver to the Assignee, at Assignee's expense, such additional instruments as are reasonably necessary to vest the Assignee with the sole ownership of all such trademark registrations and applications.

Executed at Minneapolis, Minnesota, this 27th day of March, 2001.

CERIDIAN CORPORATION

NEW CERIDIAN CORPORATION

By: *J. R. Eickhoff*
John R. Eickhoff
Executive Vice President and
Chief Financial Officer

By: *Gary M. Nelson*
Gary M. Nelson
Vice President, General Counsel
and Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF *Hennepin*)

STATE OF MINNESOTA)
) ss.
COUNTY OF *Hennepin*)

Subscribed and sworn to before me
this 27th day of March, 2001.

Subscribed and sworn to before me
this 27th day of March, 2001.

Maryann Noleen
Notary Public

Patricia A. Esterley
Notary Public

