



To the Honorable Commissioner of Pat.

102189668

Send original documents or copy thereof.

1. Name of conveying party(ies)

ADT SERVICES AG

08-12-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Swiss
- Other

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

2. Name and address of receiving party(ies)

Name: KRONOS INCORPORATED

Internal Address:
Street Address: 297 Billerica Road
City: Chelmsford State: MA Zip: 01824

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Massachusetts
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a 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: December 20, 2001

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

A. Trademark Application No.(s) 76/032,455

B. Trademark Registration No.(s) 2,074,659, 2,420,059, 1,307,756, 1,386,594, 2,064,755, 2,054,624, 2,241,903, 2,105,458, 1,931,739, 2,164,022 and 2,037,358

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Weingarten, Schurgin, Gagnebin & Lebovici LLP
Ten Post Office Square
Boston, Massachusetts 02109

6. Total number of applications and registrations involved: [12]

7. Total fee (37 CFR 3.41).....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/14/2002 DBYRNE 00000106 76032455

01 FC:481 40.00 DP
02 FC:482 275.00 DP

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.

Name of Person Signing: Stanley M. Schurgin

Signature

Date

8/2/02

Total number of pages including cover sheet, attachments, and document: [5]

ASSIGNMENT OF TRADEMARKS

WHEREAS, ADT Services AG, a Swiss Corporation (hereinafter referred to as "ASSIGNOR"), has developed, conceived, acquired or otherwise owns certain intellectual property which includes: (a) all domestic and foreign trademarks, service marks, trade names, Internet domain names, trade dress, labels, logos and all other names and slogans associated with any products or embodying associated goodwill of the WorkForce Solutions time and attendance business of ASSIGNOR (excluding ASSIGNOR'S electromechanical time and attendance products) related to such products, whether or not registered, and any applications or registrations therefor, and any associated goodwill incidental thereto, owned by ASSIGNOR (collectively "TRADEMARKS"), including the right to use such TRADEMARKS in regard to products and services in classes not yet utilized but relating to the business of ASSIGNOR, specifically being the registrations and applications for registration of the trademarks, and domain names identified in Schedules A, B and C attached hereto;

WHEREAS, ASSIGNOR wishes to confirm the assignment of its entire interests in such TRADEMARKS to Kronos Incorporated, a Massachusetts corporation (hereinafter referred to as "ASSIGNEE"), ASSIGNEE wishes to confirm acceptance of the assignment of such TRADEMARKS and ASSIGNOR and ASSIGNEE had previously agreed upon the terms of transfer in a mutually-executed Asset Purchase Agreement, effective December 28, 2001;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that effective December 28, 2001, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR assigns and transfers to ASSIGNEE all right, title and interest of ASSIGNOR in and to said TRADEMARKS, including the right to seek and obtain for ASSIGNEE's own benefit injunctive relief, recovery of damages for any past and/or future infringements, including enhanced damages and/or attorneys' fees for willful infringement.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and transfer.

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly execute and deliver to ASSIGNEE or its legal representative any and all further papers or instruments required to maintain and enforce said TRADEMARKS which may be necessary or desirable to carry out the purposes hereof.

THIS Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.

[signature page follows]

Execution Copy

IN WITNESS WHEREOF, ADT Services A.G. has executed this Assignment of Trademarks on this 20th day of December 2001.

ADT Services A.G.

By: Stephen Saccizutti

Its: Managing Director

Schedule A

to

Assignment by
ADT Services AG
 to
Kronos Incorporated

Assigned Trademark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REG. DATE</u>
CAMBRIDGE CLOCK	2074659	24-Jun-1997
EFORCE	2420059	09-Jan-2001
PEOPLE-PLANNER	1307756	04-Dec-1984
PEOPLE-PLANNER AND DESIGN	1386594	18-Mar-1986
PEOPLE-PLANNER SCHEDULE MANAGER	2064755	27-May-1997
SCHEDULE MANAGER PEOPLE- PLANNER AND DESIGN	2054624	22-Apr-1997
STARPORT	2241903	27-Apr-1999
STARSAVER	2105458	14-Oct-1997
STARSYNC	1931739	31-Oct-1995
STARTIMER	2164022	09-Jun-1998
WINSTAR	2037358	11-Feb-1997

SCHEDULE B

to

Assignment by
ADT Services AG
to
Kronos Incorporated

Assigned Trademark Applications

TRADEMARK

APPLICATION NO.

FILING DATE

WINSTAR ELITE

76/032455

24-Apr-2000