

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADP ProfitPoint Group, Inc.		02/11/2004	CORPORATION: OREGON

RECEIVING PARTY DATA	
Name:	ADP, Inc.
Street Address:	1950 Hassell Road
City:	Hoffman Estates
State/Country:	ILLINOIS
Postal Code:	60195
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1471316	MNI
Registration Number:	1500736	MNI

CORRESPONDENCE DATA	
Fax Number:	(415)393-2286
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-393-2000
Email:	barbara.friedman@bingham.com
Correspondent Name:	Barbara Friedman, Bingham McCutchen LLP
Address Line 1:	Three Embarcadero Center
Address Line 2:	Suite 1800
Address Line 4:	San Francisco, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	16900-900- MNI ASSIGNMENT
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NAME OF SUBMITTER:	Mary Dougherty
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Total Attachments: 2
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CH \$65.00 1471316

ASSIGNMENT OF TRADEMARK

WHEREAS, ADP ProfitPoint Group, Inc. an Oregon corporation with a business address at 100 SE Cleveland, Gresham, Oregon (“Assignor”) has used the trademarks registered in the United States Patent and Trademark Office as set forth below (“Said Marks”):

<u>Mark</u>	<u>Registration Number</u>
MNI & Design	Registration No. 1,471,316
MNI & Design	Registration No. 1,500,736

WHEREAS, ADP, Inc., a Delaware corporation with a business address at 1950 Hassell Road, Hoffman Estates, Illinois 60195 (“Assignee”) is desirous of acquiring any and all rights that Assignor may have in and to the Said Marks and the registrations therefore, together with the goodwill of the business in connection with which the Said Marks are used and which is symbolized by the Said Marks, along with the right to recover for damages and profits for past infringements thereof;

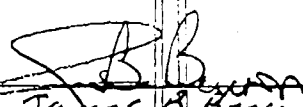
WHEREAS, Assignor and Assignee have entered into this agreement on February 11, 2004;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged Assignor does hereby assign unto Assignee all right, title, and interest in and to the Said Marks and the registrations therefore for the United States and throughout the world together with the goodwill of the business in connection with which the Said Marks are used and which is symbolized by the Said Marks, along with the right to recover for damages and profits for past infringements thereof;

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Said Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the assignee, to the extent such evidence is in the possession or control of Assignor

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered as of the date first written above.

ADP PROFITPOINT GROUP, INC.


Name: *James B. Benson*
Title: *President*