

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Peter Martin Associates, Inc.		08/11/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	ACS Marketing, L.P.
Street Address:	2828 N. Haskell
Internal Address:	Building 1
City:	Dallas
State/Country:	TEXAS
Postal Code:	75204
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2796679	FACTORS/SA
Registration Number:	2831166	HELPWORKS
Serial Number:	76330398	FACTORS/SA WEB EDITION
Serial Number:	76173340	HELPWORKS WEB EDITION
Serial Number:	76173341	HELPWORKS.COM

CORRESPONDENCE DATA	
Fax Number:	(312)861-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-2000
Email:	ccasey@kirkland.com
Correspondent Name:	Gregg Kirchhoefer
Address Line 1:	200 East Randolph Drive
Address Line 2:	Suite 5300
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36104-1
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CH \$140.00 2796679

NAME OF SUBMITTER:

Christine A. Casey

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 11, 2004 ("Effective Date") by and between **Peter Martin Associates, Inc.**, an Illinois corporation with its principal office at 2828 N. Haskell, Building 1, Dallas, Texas 75204 ("Assignor"), on the one hand, and **ACS Marketing, L.P.**, a Delaware limited partnership, by **Affiliated Computer Services, Inc.**, its General Partner, a Delaware corporation with its principal office at 2828 N. Haskell, Building 1, Dallas, Texas 75204 ("Assignee"), on the other hand.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for, Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to

the Marks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

PETER MARTIN ASSOCIATES, INC.

Name: Wayne R. Lewis
Wayne R. Lewis
Title: Assistant Secretary

ACS MARKETING, L.P.

By: **AFFILIATED COMPUTER
SERVICES, INC.,
Its General Partner**

Name: A. Jeffrey Smith
A. Jeffrey Smith
Title: Senior Vice President

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
2,796,679	12/23/2003	FACTORS/SA
2,831,166	4/13/2004	HELPWORKS

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
76/330,398	10/25/2001	FACTORS WEB EDITION
76/173,340	11/30/2000	HELPWORKS WEB EDITION
76/173,341	11/30/2000	HELPWORKS.COM