

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vantra Group, Inc.		11/25/2002	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ADP Financial Information Services, Inc.		
Street Address:	2 Journal Square Plaza		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	91214		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2368235	THE VANTRAGROUP	
CORRESPONDENCE DATA			
Fax Number:	(650)213-0277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650)812-1300		
Email:	patrademarks@manatt.com		
Correspondent Name:	Manatt, Phelps & Phillips, LLP		
Address Line 1:	1001 Page Mill Road, Building 2		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Paul E. Thomas, Esq.		
Signature:	/Paul E. Thomas/		
Date:	01/27/2005		

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Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made this 25th day of November, 2002, from Vantra Group, Inc., a California corporation, located at 3959 Foothill Boulevard, Suite 300, Glendale, CA 91214 (the "Assignor") to ADP Financial Information Services, Inc., a Delaware corporation, located at 2 Journal Square Plaza, Jersey City, New Jersey 07306 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the following trademark which is now registered with the United States Patent & Trademark Office (the "Mark"):

<u>Trademark</u>	<u>Reg. No. (Class)</u>	<u>Reg. Date</u>
THE VANTRA GROUP & Design	2,368,235 (Int. cl. 42)	July 18, 2000

WHEREAS, Assignor and Assignee are desirous of transferring all right, title and interest in and to the Mark and said applications and registrations from Assignor to Assignee.

NOW, THEREFORE, in consideration of entering into that certain Asset Purchase Letter Agreement dated as of November 13, 2002 by and between Assignee and Assignor and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, its successors, assigns and other legal representatives, all right, title and interest worldwide, including common law rights, in and to the Mark and the registration thereof and any application to register the same, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Mark are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Mark, with the right to sue for, and collect, the same for Assignee's own use and benefit.

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