

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	SECURITY INTEREST																																							
CONVEYING PARTY DATA																																								
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CORRESPONDENCE DATA																																								

CH \$315.00 76055135

Fax Number: (212)841-5725
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-841-0498
Email: christopher.parsons@ropesgray.com
Correspondent Name: Christopher B. Parsons
Address Line 1: 45 Rockefeller Plaza
Address Line 2: Ropes & Gray LLP
Address Line 4: New York, NEW YORK 10111

ATTORNEY DOCKET NUMBER:

BCCI-091-089

NAME OF SUBMITTER:

Christopher B. Parsons, Esq.

Signature:

/c parsons/

Date:

02/09/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 19, 2006, by **SUREPAYROLL, INC.**, a Delaware Corporation (the "Company"), in favor of **SANKATY ADVISORS, LLC**, in its capacity as Collateral Agent for the Purchasers.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among the Company, Collateral Agent and the persons signatory thereto as Purchasers (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Purchasers have agreed to purchase Senior Secured Notes due 2013 of the Company (the "Notes");

WHEREAS, Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Company shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Company is required to execute and deliver to Collateral Agent, for the benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or in Appendix I thereto and if not defined therein, in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Company hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest (superior and prior to the rights of all other Persons) in all of Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its registered Trademarks and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any registered Trademark (the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each registered Trademark and each registered Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by any Company against third parties for past, present or future (i) infringement or dilution of any registered Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Purchasers, pursuant to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUREPAYROLL, INC., a Delaware corporation

By: _____
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

SANKATY ADVISORS, LLC,
as Collateral Agent

By: Stuart Davies
Name: Stuart Davies
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SUREPAYROLL, INC., a Delaware corporation

By: Michael D. Alter
Name: Michael D. ALTER
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

SANKATY ADVISORS, LLC,
as Collateral Agent

By: _____
Name: Stuart Davies
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

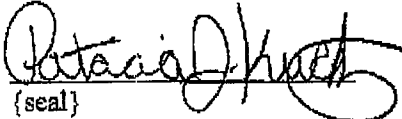
ACKNOWLEDGMENT OF COMPANY

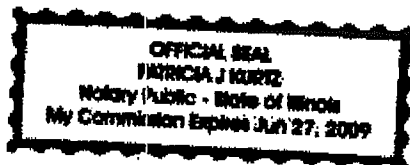
STATE OF Illinois)

) ss.

COUNTY OF Cook)

On this 19 day of January, 2006, before me personally appeared Michael D. Alter proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SurePayroll, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


{seal}



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

All United States registrations:

Trademark Name	Serial No.	Filing Date	Reg. No.	Reg. Date
Click-Click. Payroll's Done	76/055135		2603569	Aug 2002
SureSimple	78/356078			Jan. 2004
SureSimple	78/356077			Jan. 2004
SureStart	78/356079			Jan. 2004
SureStart	78/356075			Jan. 2004
SureCheck	78/406046			April 2004
SureChoice	78/718134			Sept. 2005
SurePayroll	78/260661	June 2003	2840380	May 2004
SurePayroll Index	78/450177			July 2004
SurePayroll Small Business Scorecard	78/450181			July 2004
SurePayroll.Com	75/908693	Feb. 2002	2647856	Nov. 2002
SurePayroll02	78/260663	June 2003	2840381	May 2004