

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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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 |
| TeamStaff, Inc. | | 05/31/2006 | CORPORATION: NEW JERSEY |
| RECEIVING PARTY DATA | | | |
| Name: | CompuPay, Inc. | | |
| Street Address: | 3450 Lakeside Drive | | |
| City: | Miramar | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33027 | | |
| Entity Type: | CORPORATION: FLORIDA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2761339 | DSI PAYROLL SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (207)774-7499 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 207-774-4000 | | |
| Email: | cbacall@verrilldana.com | | |
| Correspondent Name: | Charles P. Bacall | | |
| Address Line 1: | One Portland Square | | |
| Address Line 2: | P.O. Box 586 | | |
| Address Line 4: | Portland, MAINE 04112-0586 | | |
| ATTORNEY DOCKET NUMBER: | 36366-7520 | | |
| NAME OF SUBMITTER: | Charles P. Bacall | | |
| Signature: | /Charles P. Bacall/ | | |

OP \$40.00 2761339

Date:

05/31/2006

Total Attachments: 1

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TRADEMARK ASSIGNMENT

WHEREAS, TeamStaff, Inc., a New Jersey corporation (hereinafter "Assignor"), having an address at 300 Atrium Drive, Somerset, New Jersey 08873, has adopted the "DSI PAYROLL SERVICES" trademark (the "Trademark") and warrants that it has used and is continuing to use the Trademark and is the owner of United States Trademark Registration No. 2,761,339 thereof;

WHEREAS, CompuPay, Inc., a Florida corporation (hereinafter "Assignee"), having an address at 3450 Lakeside Drive, Miramar, Florida 33027, desires to acquire all of Assignor's right, title and interest in and to the Trademark, the goodwill symbolized thereby, the United States Trademark Registration for the Trademark and the portion of the business of Assignor to which the Trademark applies, which business is ongoing and existing.

NOW, THEREFORE, effective as of the date set forth below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee and its successors and assigns: (i) its entire right, title and interest, in and to the Trademark, the goodwill symbolized thereby, the United States Trademark Registration thereof, and the portion of the business of Assignor to which the Trademark applies, which business is ongoing and existing; (ii) all licenses to which Assignor is a party and which relate to the Trademark, including the right to collect all royalties or any other payments which are or become due and payable to Assignor under said licenses, and any other income, royalties, damages, and payments now or hereafter due or payable to Assignor with respect to the Trademark; and (iii) all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder.

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

Dated: May 31, 2006

TEAMSTAFF, INC.
("Assignor")

By: 
Its: VP, General Counsel