

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compupay, Inc.		01/31/2007	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, Inc., as Agent		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	78861596	MAXIMUMPAYROLL	
Registration Number:	3195358	AFTER PAYROLL SOLUTIONS	
Registration Number:	3196338	ONE PAY	
Registration Number:	3161172	PHONE PAY/FAX PAY	
Serial Number:	78696637	INNOVATION PAYS	
Serial Number:	78861586	BEING THE BEST! ONE PAYROLL AT A TIME	
Registration Number:	3135110	XPRESSPAYROLL	
Registration Number:	2878127	TAXXPRO	
Registration Number:	2806377	PAYMAXX	
Registration Number:	2784791	XPRESSTIME	
Registration Number:	2761339	DSI PAYROLL SERVICES	
Registration Number:	2663803	POWER125	
Registration Number:	2529058	CHANGING THE WAY AMERICA DOES PAYROLL	

CH \$540.00 78861596

900068807

TRADEMARK
REEL: 003476 FRAME: 0979

Registration Number:	2469227	WEBLOAD
Registration Number:	2463562	PAYLOAD
Registration Number:	2447702	POWER401K
Registration Number:	2444848	POWER PAYROLL
Registration Number:	2415824	PAYVIEW
Registration Number:	1735209	PAYMAXX
Registration Number:	1734585	POWERCOLLECTOR
Registration Number:	2298118	COMPUPAY

CORRESPONDENCE DATA

Fax Number: (404)815-2424

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 600 Peachtree Street, NE, Suite 2400

Address Line 2: Paul Hastings Janofsky & Walker

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	02/07/2007

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of January, 2007, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 31, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among CompuPay, Inc. ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even 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, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, 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, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of such Grantor'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 Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

In no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest (i) in any Excluded Asset (other than to the extent that any such provision would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the Code (or any successor provision or provisions) or any other applicable law (including the Bankruptcy Code) or principles of equity or (ii) any "intent to use" trademark or service mark application contained in General Intangibles if granting a security interest therein is deemed to invalidate, void, cancel or abandon such application; provided that each Grantor agrees to use all reasonable efforts to obtain all requisite consents to enable such Grantor to provide a security interest in such Excluded Asset and, in any event, immediately upon the effectiveness, lapse or termination of any such provision for any reason whatsoever, the Collateral shall automatically include, and such Grantor shall be deemed to have automatically granted a security interest in, all such rights and interests as if such provision had never been in effect.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Provider or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors.

Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

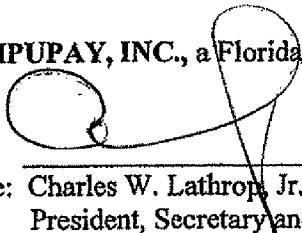
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Remainder of Page Intentionally Left Blank]

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

COMPUPAY, INC., a Florida corporation

By: 
Name: Charles W. Lathrop, Jr.
Title: President, Secretary and Chief
Executive Officer

ACCEPTED AND ACKNOWLEDGED
BY:

WELLS FARGO FOOTHILL, INC., as
Agent

By: _____
Name: Eric A. Anderson
Title: Vice President

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

COMPUPAY, INC., a Florida corporation

By: _____
Name: Charles W. Lathrop, Jr.
Title: President, Secretary and Chief
Executive Officer

**ACCEPTED AND ACKNOWLEDGED
BY:**

WELLS FARGO FOOTHILL, INC., as
Agent

By:  _____
Name: Eric A. Anderson
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

All Trademarks are owned by CompuPay, Inc.

<u>Description</u>	<u>Application / Trademark No.</u>	<u>Issue Dates</u>
MAXIMUMPAYROLL	78/861,596	4/14/06 [Filed]
AFTER PAYROLL SOLUTIONS	3,195,358	01/02/07
ONE PAY	3,196,338	1/9/07
PHONE PAY/FAX PAY	3,161,172	10/17/06
INNOVATION PAYS	78/696,637	8/19/05 [Filed]
BEING THE BEST! ONE PAYROLL AT A TIME	78/861,586	4/14/06 [Filed]
XPRESSPAYROLL	3,135,110	08/29/06
TAXXPRO	2,878,127	08/31/04
PAYMAXX	2,806,377	01/20/04
XPRESSTIME	2,784,791	11/18/03
DSI PAYROLL SERVICES	2,761,339	09/09/03
POWER 125	2,663,803	12/17/02
CHANGING THE WAY AMERICA DOES PAYROLL	2,529,058	01/15/02
WEBLOAD	2,469,227	07/17/01
PAYLOAD	2,463,562	06/26/01
POWER401K	2,447,702	05/01/01

POWER PAYROLL	2,444,848	04/17/01
PAYVIEW	2,415,824	12/26/00
COMPUPAY	2,298,118	12/07/99
PAYMAXX	1,735,209	11/24/92
POWERCOLLECTOR	1,734,585	11/24/92