

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
The Ahola Corporation d/b/a Ahola Payroll Services Inc.		02/02/2007	CORPORATION: OHIO
Blazer Realty, LLC		02/02/2007	LIMITED LIABILITY COMPANY: OHIO
Mark Ahola		02/02/2007	INDIVIDUAL:
Scott Ahola		02/02/2007	INDIVIDUAL:
Jeffrey B Ahola		02/02/2007	INDIVIDUAL:
Marja Ahola		02/02/2007	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	KeyBank National Association
Street Address:	127 Public Square
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114-1306
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1894278	AHOLA
Registration Number:	2954777	AHOLA PAYROLL SERVICES
Serial Number:	78860571	HYBRIDPAY
Serial Number:	78860572	HYBRIDHR
Serial Number:	78860576	FAMILYPAY

CORRESPONDENCE DATA

Fax Number: (216)241-0816
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$140.00 1894278

Phone: 2166228679
Email: tconnors@calfee.com
Correspondent Name: Timothy J. Connors
Address Line 1: 800 Superior Avenue
Address Line 2: 1400 McDonald Investment Center
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	31980/04000
NAME OF SUBMITTER:	Timothy J. Connors
Signature:	/TJC/
Date:	02/09/2007

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of February 2, 2007, by The Ahola Corporation, d/b/a Ahola Payroll Services Inc., an Ohio corporation with an address at 6820 West Snowville Road, Brecksville, Ohio 44141 ("Ahola"); Blazer Realty, LLC ("Blazer"), an Ohio limited liability company with an address at 6820 West Snowville Road, Brecksville, Ohio 44141; Mark Ahola, an individual residing at 16511 Sylvania Drive, Brookpark, Ohio 44142 ("MA"); Scott Ahola, an individual residing at 33407 Hamilton Ct., #205, Solon, OH 44139 ("SA"); Jeffrey B. Ahola, an individual residing at 302 Dunbar Circle, Broadview Heights, Ohio 44147 ("JA"); and Marja Ahola, an individual residing at 8603 Pine Creek Lane, Sagamore Hills, Ohio 44067 ("MJA", and with Ahola, Blazer, MA, SA, and JA, collectively, the "Grantors") in favor of KeyBank National Association, a national association with an address at 127 Public Square, Cleveland, Ohio 44114-1306 (the "Secured Party").

RECITALS

A. The Grantors are the owners of certain Trademark Collateral (as defined below).

B. Ahola, as borrower, the other Grantors, as guarantors, and the Secured Party have entered into that certain Line of Credit Agreement dated as of February 2, 2007 among the Grantors and the Secured Party (the "Credit Agreement"). Pursuant to the Credit Agreement, upon the satisfaction of certain terms and conditions contained therein, the Secured Party makes available to Ahola a line of credit and grants to Ahola certain other benefits set forth in the Credit Agreement. Terms not otherwise defined herein or in the Credit Agreement but defined in Article 9 of the Ohio Uniform Commercial Code (the "UCC") are used herein as defined therein.

C. Pursuant to Section 3(b) of the Credit Agreement, the Grantors have entered into that certain Security Agreement of even date herewith (the "Security Agreement"), pursuant to which the Grantors, in order to secure their obligations under the Credit Agreement, have agreed to grant to the Secured Party a security interest in all of their right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, each Grantor hereby:

1. Grants to the Secured Party a security interest in and to the following (except to the extent forbidden by, and, in any case subject to, any restrictions on assignment, pledge or the granting of liens thereon), whether now owned, or, hereafter acquired by such Grantor, and whether now or hereafter existing (the "Trademark Collateral"): (i) all domestic and foreign trademarks, service marks, trade names, trade dress and other indicia of trade origin, whether registered or unregistered, domestic and foreign trademark and service mark registrations and applications for trademark or service mark registrations and any extension, modification or renewal thereof ("Trademarks"), including, without limitation, the trademarks and trademark applications listed in Exhibit A; (ii) all goodwill connected with the use of, and symbolized by,

each Trademark; (iii) the right to sue or otherwise recover for any and all past, present and future infringement, misappropriation, or improper, unlawful or unfair use of any of the foregoing, and all damages and payments therefor, (iv) the rights of such Grantor under all commitments, understandings, instruments, leases, pledges, mortgages, indentures, notes, licenses, agreements, purchase or sale orders, contracts, promises and similar arrangements evidencing or creating any obligation, whether written or oral, related to any of the foregoing, including any royalties and income.

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the Trademarks listed in Exhibit A and, subject to any restrictions on assignment and the granting of liens thereon, to all Trademarks acquired by such Grantor after the date hereof.

3. Represents and warrants as follows:

(a) Set forth in Exhibit A is a complete and accurate list of all of each Grantor's trademark registrations and applications in existence as of the date hereof.

(b) Each Grantor owns all Trademarks identified as owned by it, and has the legal and valid right to use, and to grant security interests with respect to, all of its Trademarks.

(c) All Trademarks are free from any lien or encumbrance and free of any restrictions which could reasonably be expected to have a material adverse effect on the operation of the business of each Grantor as presently conducted.

(d) No Grantor has, as of the date hereof, granted any license, release, covenant not to sue, or non-assertion assurance to any third party with respect to any of the Trademarks.

(e) All of the trademark registrations and applications among the Trademarks are currently in compliance, in all material respects, with formal legal requirements (including payment of filing, examination, and maintenance fees) and are valid and enforceable.

(f) No Trademark has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding; and none of the Trademarks is infringed or has been challenged or threatened in any way.

(g) No consent of any third party and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required (i) for the grant by any Grantor of the security interest granted hereby, for the pledge by such Grantor of the Trademark Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by such Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the UCC, the recording of this Agreement with the United States

Patent and Trademark Office against each United States trademark registration and application among the Trademarks, and the recording of this Agreement with the trademark authorities of other jurisdictions against each trademark registration and application in such jurisdiction; or (iii) for the exercise by the Secured Party of its rights provided for in this Agreement or the remedies in respect of the Trademark Collateral pursuant to this Agreement other than the filing of assignments in the United States Patent and Trademark Office against each United States trademark registration and application.

4. Covenants as follows:

(a) Each Grantor agrees that from time to time, at the expense of such Grantor, such Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Secured Party reasonably believes may be necessary or desirable, in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral.

(b) Each Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to the Secured Party from time to time statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Secured Party may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any new Trademark Collateral, including any trademark registration or application, which is not now scheduled on Exhibit A as a part of the Trademark Collateral, any such trademark registration or application will automatically become part of the Trademark Collateral. Each Grantor further agrees that it shall deliver to the Secured Party a written report, in reasonable detail, upon the request of either Secured Party, setting forth each new trademark registration or application that such Grantor has filed, acquired, created or otherwise obtained since the previous report. Each Grantor authorizes the Secured Party to modify this Agreement by amending Exhibit A hereto (and shall cooperate with the Secured Party in effecting any such amendment) to include any trademark registration or application which becomes part of the Trademark Collateral.

(e) With respect to each trademark registration or application set forth in Exhibit A hereto, each Grantor agrees to take all necessary or desirable steps based upon such Grantor's reasonable business judgment, including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such trademark registration, and (ii) pursue each such trademark application, now or hereafter included in the Trademark

Collateral to the extent it has material value or is material to the conduct of such Grantor's businesses as then conducted, including, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of divisional, continuation, continuation in part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of annuities and maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. Each Grantor agrees to take corresponding steps with respect to each new or acquired Trademark to which it now or later become entitled. Any and all expenses incurred in connection with such activities will be borne by such Grantor. No Grantor shall discontinue use of or otherwise abandon any trademark registration or application now or hereafter included in the Trademark Collateral except in the exercise of such Grantor's reasonable business judgment.

(f) Each Grantor shall take all steps which it deems appropriate under the circumstances to preserve and protect all material Trademark Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with such material Trademark Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps reasonably necessary to ensure that all licensed users of any such material Trademark Collateral use such consistent standards of quality.

(g) Each Grantor agrees to notify the Secured Party promptly and in writing if it learns (i) that any item of the Trademark Collateral has been determined to have become abandoned, or dedicated to the public, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any Trademark, or (iii) of any adverse determination with respect to the validity or enforceability of any Trademark.

(h) In the event that any Grantor makes a determination in its reasonable business judgment that any Trademark has been infringed or misappropriated by a third party, such Grantor shall promptly notify the Secured Party and will take such actions as such Grantor deems appropriate under the circumstances to protect such Trademark Collateral, including suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by such Grantor.

(i) No Grantor shall (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to any Trademark Collateral except to an affiliate with prompt written notice thereof to the Secured Party or as otherwise permitted by the Credit Agreement, or (ii) create or suffer to exist any lien or encumbrance upon or with respect to any Trademark Collateral except for the pledge and security interest created by this Agreement or otherwise permitted by the Credit Agreement.

(j) For the purpose of enabling the Secured Party to exercise rights and remedies under Section 5 and under the Security Agreement, at such time as the Secured Party shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, each Grantor hereby grants to the Secured Party, to the extent assignable, a non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor), effective during

the continuation of an Event of Default as defined in the Security Agreement, to use, license or sublicense (with respect to Trademarks, subject to reasonable quality control measures) any of the Trademark Collateral now owned or hereafter acquired by such Grantor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. Nothing in this subsection (j) shall be deemed to limit the rights and remedies of the Secured Party under Section 5 or under the Security Agreement.

(k) Notwithstanding anything contained herein to the contrary, so long as no Event of Default shall have occurred and be continuing, the Grantors will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Trademark Collateral in the ordinary course of the business of the Grantors. In furtherance of the foregoing, unless an Event of Default shall have occurred and be continuing the Secured Party shall from time to time, upon the request of the respective Grantor, execute and deliver any instruments, certificates or other documents, in the form so requested, that such Grantor shall have certified are appropriate (in its judgment) to allow it to take any action permitted above (including relinquishment of the license provided pursuant to clause (j) immediately above as to any specific Trademark Collateral). Upon the satisfaction in full of all of the obligations of the Grantors under the Credit Agreement, the license granted pursuant to clause (j) immediately above shall be terminated. The exercise of rights and remedies under Section 5 or under the Security Agreement by the Secured Party shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by the Grantors in accordance with the first sentence of this clause (k).

(l) The Grantors will furnish to the Secured Party from time to time (but, unless an Event of Default shall have occurred and be continuing, no more frequently than annually) statements and schedules further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as the Secured Party may reasonably request, all in reasonable detail; and promptly upon request of the Secured Party, following receipt by the Secured Party of any statements, schedules or reports pursuant to this clause (l), modify this Agreement by amending its Schedule to include any trademark registrations and applications that become part of the Trademark Collateral under this Agreement. From time to time, the Secured Party may update this Agreement (and record such updated security agreement) to conform with any updated Schedules to this Agreement.

5. Covenants that during the period during which an Event of Default, as defined in the Security Agreement, shall have occurred and shall be continuing, in addition to, and without limitation of, the rights and remedies of the Secured Party as Lender under the Security Agreement:

(a) the Secured Party may obtain insurance for the Trademark Collateral at any time when any Grantor has failed to do so, and the Grantors shall promptly pay, or reimburse the Secured Party for, all expenses incurred in connection therewith;

(b) the Secured Party may make any reasonable compromise or settlement deemed desirable with respect to any of the Trademark Collateral and may extend the

time of payment, arrange for payment in installments, or otherwise modify the terms of, any agreement concerning the Trademark Collateral;

(c) the Secured Party shall have all of the rights and remedies with respect to the Trademark Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Trademark Collateral as if the Secured Party were the sole and absolute owner thereof (and each Grantor agrees to take all such action as may be appropriate to give effect to such right);

(d) the Secured Party in its discretion may, in its name or in the name of the Grantors or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Trademark Collateral, but shall be under no obligation to do so; and

(e) the Secured Party may, upon ten Business Days' prior written notice to the Grantors of the time and place, with respect to the Trademark Collateral or any part thereof that shall then be or shall thereafter come into the possession, custody or control of the Secured Party, sell, lease, assign or otherwise dispose of all or any part of such Trademark Collateral, at such place or places as the Secured Party deems best, and for cash or for credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of the time or place thereof (except such notice as is required above or by applicable statute and cannot be waived), and the Secured Party or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Trademark Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale) and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of the Grantors, any such demand, notice and right or equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill connected with and symbolized by the Trademark Collateral subject to such disposition shall be included therewith. The Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the sale may be so adjourned.

(f) The Grantors recognize that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Secured Party may be compelled, with respect to any sale of all or any part of the Trademark Collateral, to limit purchasers to those who will agree, among other things, to acquire the Trademark Collateral for their own account, for investment and not with a view to the distribution or resale thereof. The Grantors acknowledge that any such private sales may be at prices and on terms less favorable to the Secured Party than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agree that any such

private sale shall be deemed to have been made in a commercially reasonable manner and that the Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Trademark Collateral for the period of time necessary to permit the respective issuer thereof to register it for public sale.

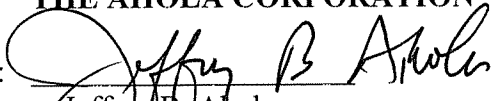
[Signatures Follow on Next Page]

IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be signed by its authorized officer and duly attested the day and year first above written.

The Ahola Corporation, d/b/a Ahola Payroll Services Inc. ("Ahola"); Blazer Realty, LLC ("Blazer"); Mark Ahola ("MA"); Scott Ahola ("SA"); Jeff Ahola ("JA"); and Marja Ahola ("MJA"), and with Ahola, Blazer, MA, SA, and JA, collectively, the "Grantors") in favor of KeyBank National Association

THE AHOLA CORPORATION

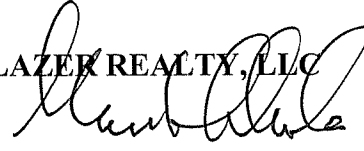
By:


Jeffrey B. Ahola

Its: Chief Executive Officer

BLAZER REALTY, LLC

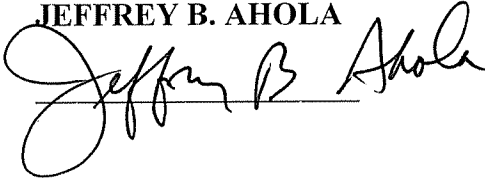
By:



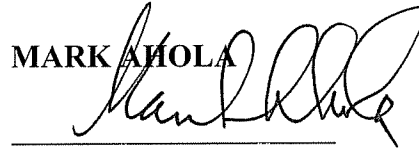
Mark Ahola

Its: Member

JEFFREY B. AHOLA



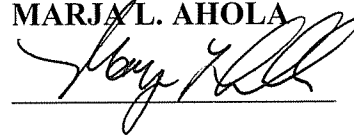
MARK AHOLA



SCOTT AHOLA




MARJA L. AHOLA



CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
)
COUNTY OF CUYAHOGA) SS:

On this, the 2nd day of February, 2007, before me personally came Jeffrey B. Ahola, to me known, who, being duly sworn, did depose and state that he is the Chief Executive Officer of The Ahola Corporation, one of the parties hereto and which executed the above instrument; and that he was authorized by such company to sign his name hereto.



Notary Public
My commission expires: never

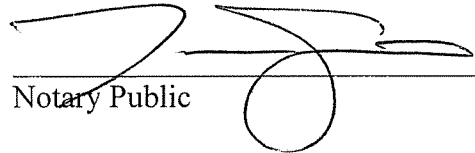
[SEAL]

JASON M. SMITH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the 7th day of February, 2007, before me personally came Mark Ahola, to me known, who, being duly sworn, did depose and state that he is a Member of Blazer Realty, LLC, one of the parties hereto and which executed the above instrument; and that he was authorized by such company to sign his name hereto.



Notary Public

[SEAL]

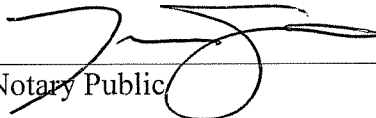
My commission expires: never

JASON M. SMITH, Atty.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the 7th day of February, 2007, before me personally came Scott Ahola, to me known, who, being duly sworn, executed the above instrument.



Notary Public

[SEAL]


My commission expires: never

JASON M. SMITH, Atty.
NOTARY PUBLIC • STATE OF OHIO
My commission has no expiration date
Section 147.03 O.R.C.

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this, the 2nd day of February, 2007, before me personally came Marja L. Ahola, to me known, who, being duly sworn, executed the above instrument.



Notary Public


[SEAL]

My commission expires: never

JASON M. SMITH, Atty.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 149.03 O.R.C.

EXHIBIT A

The Ahola Corporation
U.S. TRADEMARK REGISTRATIONS and APPLICATIONS

Mark	(Serial No.)/ Registration No.	(Filed)/Issued
AHOLA	1,894,278	May 16, 1995
AHOLA PAYROLL SERVICES and Design 	2,954,777	May 24, 2005
HYBRIDPAY	(78/860,571)	(April 13, 2006)
HYBRIDHR	(78/860,572)	(April 13, 2006)
FAMILYPAY	(78/860,576)	(April 13, 2006)