

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MHM Resources, Inc.		09/30/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	WageWorks, Inc.
Street Address:	1100 Park Place, 4th Floor
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94403
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78386128	EZHSA
Registration Number:	2872858	TAKE CARE
Registration Number:	2808390	FLEXTRIP
Registration Number:	2808389	EZHRA
Registration Number:	2411114	WINFLEX
Registration Number:	2694462	EZ125
Registration Number:	2566650	EZPOP
Registration Number:	2586868	125PLAN.COM
Registration Number:	2629955	EZFSA

CORRESPONDENCE DATA

Fax Number: (415)442-1001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-442-1326
 Email: ralpert@morganlewis.com
 Correspondent Name: Rochelle D. Alpert

CH \$240.00 78386128

Address Line 1: One Market, Spear Street Tower
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	058447.2210
NAME OF SUBMITTER:	Rochelle D. Alpert
Signature:	/rda/
Date:	10/12/2007

Total Attachments: 6
source=MHM_assignment#page1.tif
source=MHM_assignment#page2.tif
source=MHM_assignment#page3.tif
source=MHM_assignment#page4.tif
source=MHM_assignment#page5.tif
source=MHM_assignment#page6.tif

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into as of September 30, 2007 (the "Effective Date"), by and between MHM Resources, Inc., an Ohio corporation with a principal place of business at 11440 Tomahawk Creek Parkway, Leawood, KS 66211 ("Assignor"), and WageWorks, Inc., a Delaware corporation with a principal place of business at 1100 Park Place, San Mateo, CA 94403 ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks, trade names and/or domain names and all applications therefor specified in Schedule A attached hereto (collectively, "Trademarks") and has registered or applied to register the Trademarks with the United States Patent and Trademark Office or other appropriate government entity;

WHEREAS, Assignor has intended to use the mark EZHSA in commerce and has filed an application, now assigned serial number 78-386128, indicating that intention but has not yet filed an allegation of use under Sections 1c or d of the Trademark Act;

WHEREAS, Assignor is assigning the EZHSA mark in serial number 78-386128 as part of the entire business or portion thereof to which the mark pertains as required by 15 U.S.C. Section 1060;

WHEREAS, Assignee is acquiring Assignor's business of providing administrative services and licensing software for Internal Revenue Code §§105, 125, 129, 132, 137 and 232 plan administration and premium-only-plan compliance administration;

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and the applications or registrations therefor as identified in Schedule A. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments,

and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns.

This Agreement shall be governed by and enforced in accordance with the laws of the State of California, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Rights to be executed by their respective duly authorized officers, as of the Effective Date.

MHM Resources, Inc.:

WageWorks, Inc.:

By: 
Name: Jerome P. Grisko, Jr.
Title: Executive Vice President
Date: September 30, 2007

By: _____
Name: _____
Title: _____
Date: _____

On this _____ day of _____, 2007, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.


State of _____)
) ss.
County of _____)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademark Rights to be executed by their respective duly authorized officers, as of the Effective Date.

MHM Resources, Inc.:

By: _____
Name: _____
Title: _____
Date: _____

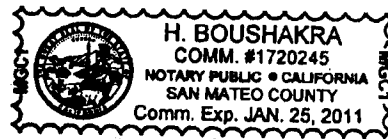
WageWorks, Inc.:

By: 
Name: Joseph L. Jackson
Title: Chief Executive Officer
Date: _____

On this 28th day of sept, 2007, before me appeared Joseph L. Jackson, the person who signed this instrument, who acknowledged that he/she signed it as a free act on his/her own behalf or on behalf of the Assignor with authority to do so.

State of California)
County of San Mateo)

ss.





CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Mateo

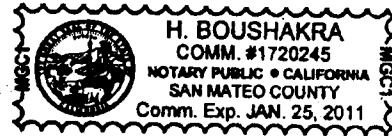
On 9/28/07 before me, Hoda Boushakra Notary
(here insert name and title of the officer)

personally appeared Joseph L Jackson

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Hoda Boushakra
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Others

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 9/28/07

Colorado ID # 99-190-0990

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCHEDULE A

1. Trademark: "EZHSA"; Filing Date: March 17, 2004; Serial Number: 78-386128; Class 36.
2. Trademark: "TAKE CARE"; Filing Date: May 15, 2003; Serial Number: 78-250381; Registration Number: 2,872,858; Classes 9 & 36.
3. Trademark: "FLEXTRIP"; Filing Date: March 31, 2003; Serial Number: 76-502287; Registration Number: 2,808,390; Class 36.
4. Trademark: "EZHRA"; Filing Date: March 31, 2003; Serial Number: 76-502286; Registration Number: 2,808,389; Class 36.
5. Trademark: "WINFLEX"; Filing Date: May 29, 1998; Serial Number: 76-492901; Registration Number: 2,411,114; Class 9.
6. Trademark: "EZ125"; Filing Date: May 15, 2000; Serial Number: 76-047379; Registration Number: 2,694,462; Class 36.
7. Trademark: "EZPOP"; Filing Date: May 15, 2000; Serial Number: 76-047377; Registration Number: 2,566,650; Class 36.
8. Trademark: "125PLAN.COM"; Filing Date: December 21, 2000; Serial Number: 76-184059; Registration Number: 2,586,868; Class 16.
9. Trademark: "EZFSA"; Filing Date: May 15, 2000; Serial Number: 76-047378; Registration Number: 2,629,995; Class 36.