

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPUPAY, INC.		04/01/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, INC.		
Street Address:	1100 Abernathy Road		
Internal Address:	Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75742080	ESN EMPLOYER SERVICES NETWORK	
Serial Number:	75742081	EMPLOYER SERVICES NETWORK	
Serial Number:	75037344	PAYROLL ONLINE	
CORRESPONDENCE DATA			
Fax Number:	(404)815-2424		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-815-2231		
Email:	carolfraser@paulhastings.com		
Correspondent Name:	Carol Fraser, Corporate Paralegal		
Address Line 1:	600 Peachtree Street, NE, Suite 2400		
Address Line 2:	Paul Hastings Janofsky & Walker LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Carol Fraser		
Signature:	//Carol Fraser//		

CH \$90.00 75742080

Date:

04/01/2008

Total Attachments: 5

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**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2008 (this "Amendment"), is delivered pursuant to that certain Trademark Security Agreement, dated as of January 31, 2007 (as may be further amended, supplemented or modified from time to time, the "Trademark Security Agreement"), by and between **COMPUPAY, INC.**, a Florida corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as agent for the Lender Group and Bank Product Provider (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent are parties to that certain Trademark Security Agreement submitted for recordation with the United States Trademark Office on or about February 7, 2007 at Reel 003476, Frame 0979, and

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by the Amendment, are true and correct in all respects on and as of the date hereof, as though made on such date (except to the extent that any such representations or warranties relate solely to an earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be determined under, governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute but one and the same agreement. In proving this Amendment 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 other electronic transmission shall be deemed an original signature hereto.

5. This Amendment is a Loan Document.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

COMPUY, INC., a Florida corporation

By: 

Name: Charles W. Latimer Jr.

Title: President & CEO

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: Kristy S. Loucks
Name: Kristy S. Loucks
Title: Vice President

SCHEDULE 1

**TO AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

<u>Description</u>	<u>Serial No.</u>	<u>Registration Number</u>	<u>Registration Date</u>
ESN Employer Services Network®	75742080	2,465,023	7/3/01
Employer Services Network®	75742081	2,445,308	4/17/01
Payroll Online®	75037344	2,048,448	3/25/97