

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                           |
|----------------------------------|--|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                           |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                           |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>        |
| Steven Sarowitz                  |  | 05/13/2008            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                           |
| <b>Name:</b>                     | Paylocity Corporation  |                       |                           |
| <b>Street Address:</b>           | 3850 N. Wilke Road   |                       |                           |
| <b>City:</b>                     | Arlington Heights  |                       |                           |
| <b>State/Country:</b>            | ILLINOIS   |                       |                           |
| <b>Postal Code:</b>              | 60060  |                       |                           |
| <b>Entity Type:</b>              | CORPORATION: ILLINOIS  |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                           |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                           |
| Registration Number:             | 3326870  | PAYLOCITY             |                           |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                           |
| <b>Fax Number:</b>               | (214)981-3400  |                       |                           |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                           |
| <b>Phone:</b>                    | 214-981-3483   |                       |                           |
| <b>Email:</b>                    | dclark@sidley.com  |                       |                           |
| <b>Correspondent Name:</b>       | Dusan Clark, Esq.  |                       |                           |
| <b>Address Line 1:</b>           | Sidley Austin LLP  |                       |                           |
| <b>Address Line 2:</b>           | 717 N. Harwood St., Suite 3400   |                       |                           |
| <b>Address Line 4:</b>           | Dallas, TEXAS 75201  |                       |                           |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 38799-10010  |                       |                           |
| <b>NAME OF SUBMITTER:</b>        | Dusan Clark  |                       |                           |
| <b>Signature:</b>                | /Dusan Clark/  |                       |                           |
| <b>Date:</b>                     | 05/13/2008   |                       |                           |

**CH \$40.00 3326870**

**Total Attachments: 3**

source=Paylocity - TM Assignment#page1.tif

source=Paylocity - TM Assignment#page2.tif

source=Paylocity - TM Assignment#page3.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), effective May 13, 2008, ("Effective Date") is by and between Steven Sarowitz ("Assignor") and Paylocity Corporation, an Illinois Corporation ("Assignee").

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to the United States trademarks, trademark registrations and applications to register trademarks listed on Schedule A attached hereto and incorporated herein (collectively, the "Trademarks"); and

**WHEREAS**, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors, assigns and legal representatives, all world-wide right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby, all rights to sue for past infringement of said Trademarks, and all causes of action (either at law or equity) with respect thereto, the right of recovery, including but not limited to damages, for such past infringement, and the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

Assignor will from time-to-time after the Effective Date, upon request of Assignee execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances, and take such further action as may be required to carry out the intent of this Assignment, and to transfer and vest title to any trademark being transferred hereunder, and to protect the right, title, and interest in and enjoyment of all the Trademarks assigned hereunder.

By signature below, the parties affirm agreement to these terms.

By: \_\_\_\_\_

Printed Name: Steven Sarowitz

Date: May 13, 2008

AGREED AND ACCEPTED:

PAYLOCITY CORPORATION

By: \_\_\_\_\_

Printed Name: Daniel Miller

Title: Secretary and Treasurer

Date: May 13, 2008

**SCHEDULE A**

**UNITED STATES TRADEMARKS SUBJECT TO THE  
TRADEMARK ASSIGNMENT AGREEMENT**

| Mark      | App. No. | Reg. No.  | Date Reg.     |
|-----------|----------|-----------|---------------|
| PAYLOCITY |          | 3,326,870 | Oct. 30, 2007 |
|           |          |           |               |
|           |          |           |               |
|           |          |           |               |
|           |          |           |               |
|           |          |           |               |
|           |          |           |               |
|           |          |           |               |