

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
SUPERPAYROLL, INC.		04/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	George P. Colis, as Collateral Agent
Street Address:	c/o Oxford Bank & Trust, 1111 W. 22nd Street
Internal Address:	Suite 800
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
Entity Type:	as Collateral Agent: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76055135	CLICK-CLICK. PAYROLL'S DONE.
Serial Number:	78356079	SURE START
Serial Number:	78356075	SURESTART
Serial Number:	78406046	SURECHECK
Serial Number:	78718134	SURECHOICE
Serial Number:	78260661	SUREPAYROLL
Serial Number:	78450177	THE SUREPAYROLL INDEX
Serial Number:	78450181	THE SUREPAYROLL SMALL BUSINESS SCORECARD
Serial Number:	75908693	SUREPAYROLL.COM
Serial Number:	78260663	SUREPAYROLL

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

900132471

**TRADEMARK
 REEL: 003975 FRAME: 0657**

CH \$265.00 76055135

Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 41612.00.0001

NAME OF SUBMITTER: Patricia O'Donoghue

Signature: /Patricia O'Donoghue/

Date: 04/23/2009

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 13, 2009, by **SUREPAYROLL, INC.**, a Delaware Corporation (the "Company"), in favor of **GEORGE P. COLIS**, in his capacity as Collateral Agent (the "Collateral Agent") for the Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Note Purchase Agreement dated as of the date hereof by and among the Company, Collateral Agent and the persons signatory thereto as Purchasers (the "Purchasers") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Note Purchase Agreement"), Purchasers have agreed to accept Amended Notes (as such term is defined in the Note Purchase Agreement) due 2013 of the Company;

WHEREAS, Purchasers are willing to accept the Amended Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Company shall have executed and delivered to Collateral Agent, for the benefit of Purchasers, that certain Security Agreement dated as of the 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, Company is required to execute and deliver to Collateral Agent, for the benefit of Purchasers, 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, Company hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note Purchase Agreement or in Appendix I thereto and if not defined therein, in the Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Company hereby grants to Collateral Agent, on behalf of Purchasers, a continuing security interest in all of Company'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 registered Trademarks and the rights under any written agreement now owned or hereafter acquired by it granting any right to use any registered Trademark (the "Trademark Licenses") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each registered Trademark and each registered Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Company against third parties for past, present or future (i) infringement or dilution of any registered Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of Purchasers, to the Security Agreement. Company hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.


4. Subordination Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Agent pursuant to or in connection with this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Subordination Agreement dated as of the date hereof (the "Subordination Agreement") by and among the Purchasers, the Company, SurePayroll Insurance Agency, Inc., a wholly-owned subsidiary of the Company, and The PrivateBank and Trust Company. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Subordination Agreement, the provisions of the Subordination Agreement shall govern and control.

[Signature Page Follows]

Signature Page to Trademark Security Agreement


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

SUREPAYROLL, INC., a Delaware
corporation

By: 
Name: Michael D. Alter
Title: President

Signature Page to Trademark Security Agreement

**ACCEPTED AND ACKNOWLEDGED
BY:**



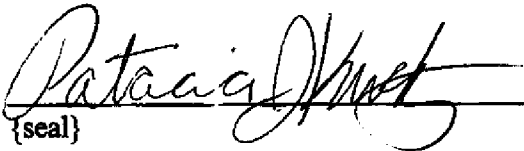
GEORGE P. COLIS, as Collateral Agent

Notary Page to Trademark Security Agreement

ACKNOWLEDGEMENT OF COMPANY

STATE OF IL)
COUNTY OF COOK) ss.

On this 2nd day of April, 2009, before me personally appeared Michael Alter proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of SurePayroll, Inc. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by the corporation's Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


{seal}



**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

All United States registrations:

Trademark Name	Serial No.	Filing Date	Reg. No.	Reg. Date
Click-Click. Payroll's Done	76/055135		2603569	Aug 2002
SureSimple	78/356078			Jan. 2004
SureSimple	78/356077			Jan. 2004
SureStart	78/356079			Jan. 2004
SureStart	78/356075			Jan. 2004
SureCheck	78/406046			April 2004
SureChoice	78/718134			Sept. 2005
SurePayroll	78/260661	June 2003	2840380	May 2004
SurePayroll Index	78/450177			July 2004
SurePayroll Small Business Scorecard	78/450181			July 2004
SurePayroll.Com	75/908693	Feb. 2002	2647856	Nov. 2002
SurePayroll02	78/260663	June 2003	2840381	May 2004