

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
KeyCorp		03/31/2008	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	CompuPay, Inc.		
Street Address:	3450 Lakeside Drive		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2048448	PAYROLL ONLINE	
Registration Number:	2445308	EMPLOYER SERVICES NETWORK	
Registration Number:	2465023	ESN EMPLOYER SERVICES NETWORK	
CORRESPONDENCE DATA			
Fax Number:	(207)774-7499		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	207-774-4000		
Email:	cbacall@verrilldana.com		
Correspondent Name:	Charles P. Bacall		
Address Line 1:	One Portland Square		
Address Line 2:	P.O. Box 586		
Address Line 4:	Portland, MAINE 04112-0586		
ATTORNEY DOCKET NUMBER:	36366-7189		
NAME OF SUBMITTER:	Charles P. Bacall		

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Signature:	/Charles P. Bacall/
Date:	04/12/2011
Total Attachments: 1 source=CompuPay assignment from KeyCorp.033108#page1.tif	

TRADEMARK ASSIGNMENT

WHEREAS, KeyCorp, an Ohio corporation (hereinafter "Assignor"), having an address at 127 Public Square, Cleveland, OH 44114-1306, has adopted the following trademarks (the "Trademarks"), and is the owner of the United States Trademark Registration numbers set forth opposite the Trademarks below;

ESN Employer Services Network®	2,465,023
Employer Services Network®	2,445,308
Payroll Online®	2,048,448

WHEREAS, CompuPay, Inc., a Florida corporation (hereinafter "Assignee"), having an address at 3450 Lakeside Drive, Miramar, Florida 33027, has entered into that certain Asset Purchase Agreement, dated as of March 20, 2008, by and between Assignee and KeyBank National Association ("KeyBank"), a wholly-owned subsidiary of Assignor, and desires to acquire all of Assignor's and KeyBank's right, title and interest in and to the Trademarks, the goodwill symbolized thereby, and the United States Trademark Registration for the Trademarks.


NOW, THEREFORE, effective as of the date set forth below, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and KeyBank do hereby irrevocably sell, assign, transfer and convey to Assignee and its successors and assigns: (i) their entire worldwide right, title and interest, in and to the Trademarks, the goodwill symbolized thereby, and the United States Trademark Registrations thereof; (ii) all licenses to which Assignor or KeyBank is a party and which relate to the Trademarks, including the right to collect all royalties or any other payments which are or become due and payable to Assignor or KeyBank under said licenses, and any other income, royalties, damages, and payments now or hereafter due or payable to Assignor or KeyBank with respect to the Trademarks; and (iii) all causes of action (either in law or in equity) and the right to sue, and recover for past, present, or future infringement of the rights assigned to Assignee hereunder.

Assignor and KeyBank hereby agree to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.


WHEREFORE, Assignor and KeyBank have caused this Trademark Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

Dated: March 31, 2008

KEYCORP
("Assignor")

By: 
Name: Daniel R. Stolzer
Its: Vice President and
Deputy General Counsel

KEYBANK NATIONAL ASSOCIATION
("KeyBank")

By: 
Name: Matthew M. Nichols
Its: SVP, Corporate Development