

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
The Choirce Care Card, LLC		01/03/2012	LIMITED LIABILITY COMPANY: VERMONT
RECEIVING PARTY DATA			
Name:	WageWorks, Inc.		
Street Address:	1100 Park Place		
Internal Address:	4th Floor		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4039843	CHOICE STRATEGIES	
CORRESPONDENCE DATA			
Fax Number:	(216)696-0740		
Phone:	216-861-7864		
Email:	clevelandip@bakerlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Deborah A. Wilcox		
Address Line 1:	1900 East 9th Street		
Address Line 2:	Suite 3200		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Deborah A. Wilcox		
Signature:	/Deborah A. Wilcox/		

CH \$40.00 4039843

Date:

01/11/2012

Total Attachments: 4

source=CHOICE STRATEGIES - TM Assignment 010312#page1.tif

source=CHOICE STRATEGIES - TM Assignment 010312#page2.tif

source=CHOICE STRATEGIES - TM Assignment 010312#page3.tif

source=CHOICE STRATEGIES - TM Assignment 010312#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is entered into effective as of January 3, 2012 by and between The Choice Care Card, LLC (dba, Choice Strategies) a Vermont limited liability company with offices at 76 McNeil Road, Waterbury Center, VT, 05677 ("Assignor"), and WageWorks, Inc., a Delaware Corporation with offices at 4th Floor, 1100 Park Place, San Mateo, California 94403 ("Assignee").

WHEREAS, Assignor is the owner of the Trademarks (defined in Section 1.a herein); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire on behalf of itself and its transferees, successors and assigns, all rights, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby grants, transfers and assigns unto Assignee and its transferees, successors and assigns:

a. All of Assignor's right, title and interest in and to the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as they would have been held by Assignor had the assignment not been made. "Trademarks" shall mean the trademarks, service marks, trade names, trade dress, logos, slogans, 800 numbers, domain names, URLs and other corporate names and their corresponding trademark applications, as set forth on Schedule I to this Assignment, in the United States, its territorial possessions and in all foreign countries, whether or not the same have been registered prior to, on or after the date of this Assignment, and any and all renewals and extensions thereof (or any legal equivalent thereof in a foreign country) for the full term or terms for which the same may be granted, together with the goodwill of the business carried on in connection with such trademarks.

b. All claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement of the Trademarks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and

c. Any income, fees, royalties, damages and payments now or hereafter due and/or payable under and with respect to the Trademarks, including without limitation, the right to recover for past, present or future infringements of the Trademarks or unauthorized use.

2. Assignor agrees that Assignor shall do, execute, acknowledge and deliver, at Assignee's expense, all acts, agreements, further assignments, instruments, notices and assurances as may be necessary or reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

[Signature page immediately follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR
The Choice Care Card, LLC
(dba, Choice Strategies)

ASSIGNEE
WageWorks, Inc.

By: 

By: _____

Name: James A. Hunter

Name: _____

Title: Managing Member

Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above.

ASSIGNOR
The Choice Care Card, LLC
(dba, Choice Strategies)

ASSIGNEE
WageWorks, Inc.

By: _____

Name: James A. Hunter

Title: Managing Member

By: Kim Jackson

Name: KIM JACKSON

Title: Secretary + General Counsel

Schedule I
to Exhibit E

Registered Marks:

Mark	Registration No.	Issuance Date
CHOICE STRATEGIES	4,039,843	October 11, 2011

Unregistered Marks:



CHOICETM
STRATEGIES

Trade Name(s):

Name	State of Registration	Issuance Date	Expiration Date
CHOICE STRATEGIES	Vermont	June 14, 2011	June 13, 2016 (5 years from date of registration)

Domain Names/URLS:

www.choice-strategies.com

www.web2.choicestrategies.com