

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the identification of assignor state of incorporation previously recorded on Reel 003303 Frame 0407. Assignor(s) hereby confirms the assignment of the entire interest and goodwill.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Paymaxx, Inc.		04/06/2006
			Entity Type
			CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	CompuPay, Inc.		
Street Address:	3450 Lakeside Drive		
Internal Address:	Suite 400		
City:	Miramar		
State/Country:	FLORIDA		
Postal Code:	33027		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3135110	XPRESSPAYROLL
CORRESPONDENCE DATA			
Fax Number:	2077747499		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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		

OP \$40.00 3135110

Signature:	/charles p. bacall/
Date:	04/24/2012
Total Attachments: 2 source=XPRESSPAYROLL.Assignment.040606#page1.tif source=XPRESSPAYROLL.Assignment.040606#page2.tif	

TRADEMARK ASSIGNMENT

WHEREAS, PAYMAXX, INC., an Tennessee corporation (hereinafter "Assignor"), having an address at 3415 Duke Drive, #300, Franklin, TN 37067, has adopted the trademark listed in Schedule A and warrants that it has used said trademark and is continuing to use said trademark and is the owner of the United States Trademark Registration thereof;

WHEREAS, COMPUPAY, INC., a Florida corporation (hereinafter "Assignee"), having an address at 3450 Lakeside Drive, Suite 400, Miramar, FL 33027, desires to acquire all of Assignor's right, title and interest in and to such trademark, the goodwill symbolized thereby, and the United States Trademark Registrations and Application thereof.

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 does hereby sell, assign, transfer and convey to Assignee and its successors and assigns: (i) its entire right, title and interest, in and to the trademark attached in Schedule A, the goodwill symbolized thereby, the United States Trademark Registration thereof, and the goodwill of the business of Assignor to which said trademark applies; (ii) all licenses to which Assignor is a party and which relate to such trademark, including the right to collect all royalties or any other payments which are or become due and payable to Assignor under said licenses, and any other income, royalties, damages, and payments now or hereafter due or payable to Assignor with respect to said trademark; 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.

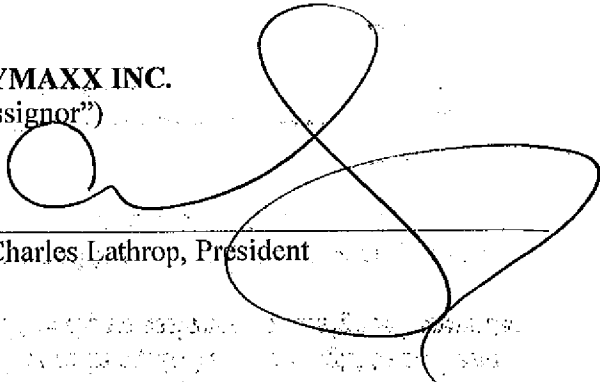
Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, as of the date indicated, by its duly authorized officer.

Effective Date April 6, 2006

PAYMAXX INC.
("Assignor")

By: _____
Charles Lathrop, President



CORRECTED

SCHEDULE A

Registration Number 3,135,110 for "XPRESSPAYROLL"

3847618

RECORDED: 04/24/2012

TRADEMARK
REEL: 004763 FRAME: 0483