

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
New C.A.P.S., LLC		05/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPS, Inc		
Street Address:	400 Skokie Boulevard		
Internal Address:	Suite 460		
City:	Northbrook		
State/Country:	ILLINOIS		
Postal Code:	60062		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77272493	C PS UNIVERSAL THE STAR OF PAYROLL SERVICES	
Serial Number:	77242492	CAPS UNIVERSAL	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-344-8546		
Email:	ajzottola@venable.com		
Correspondent Name:	A.J. Zottola		
Address Line 1:	575 7th Street, NW		
Address Line 2:	P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-9998		
NAME OF SUBMITTER:	David Carroll		
Signature:	/David Carroll/		

CH \$65.00 77272493

TRADEMARK

Date:

08/10/2012

Total Attachments: 3

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GENERAL ASSIGNMENT OF TRADEMARKS

This GENERAL ASSIGNMENT OF TRADEMARKS (this "Assignment") from New C.A.P.S., LLC ("Assignor"), a Delaware Limited Liability Company with an address of Suite 460, 400 Skokie Boulevard, Northbrook, IL 60062, to CAPS, Inc. ("Assignee"), an Illinois Corporation with an address of Suite 460, 400 Skokie Boulevard, Northbrook, IL 60062, is effective May 1, 2011 (the "Effective Date").

WHEREAS, Assignor desires and agrees to assign to Assignee, without limitation, all right, title and interest, including all related goodwill, in and to the trademarks and service marks listed in Exhibit A hereto.

NOW THEREFORE, for good and valuable consideration, the adequacy, sufficiency, and receipt of which is hereby acknowledged by Assignor:

1. Assignment. In consideration of the sum of \$1 (U.S.), Assignor does hereby forever grant, convey, assign, transfer, set over, and deliver to Assignee, its successors and assigns, its entire right, title and interest together with all associated goodwill, throughout the world, in and to the following:

- (a) All trademarks and service marks named on Exhibit A hereto as well as any corresponding trade names, domain names, logos, and trade dress (or rights therein);
- (b) Any trademark and/or service mark registrations listed on Exhibit A hereto;
- (c) Any trademark and/or service mark applications listed on Exhibit A hereto and all rights to any trademark registrations that may be granted from the trademark applications listed on Exhibit A; and
- (d) All rights to any translations, adaptations, derivations, and combinations thereof and all other rights, powers, privileges, and interests of whatsoever nature, kind, or description relating to the rights and interests referred to in paragraphs (a), (b), and (c) of this Section 1, including, without limitation, the right to file for and receive registrations, to sue and recover for past, present, and future infringement, and to bring any proceeding in the United States Patent and Trademark Office for cancellation or opposition.

2. Further Assurances. From and after the Effective Date, upon the reasonable request of Assignee, Assignor shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, powers of attorney, and other instruments and papers as may be required to sell, assign, transfer, convey, and deliver to and vest in Assignee and protect its right, title, and interest in any employment of all the rights and interest hereby assigned and transferred to Assignee or intended so to be. The omission from the specific terms of this Assignment of any right relating to any trademark, service mark, trade name, domain name, logo, or trade dress and any application(s) and/or registration(s) therefor or therefrom shall not be deemed to limit the assignment of such right pursuant to this Assignment:

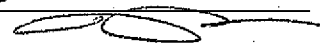
3. Recordation. Assignor hereby irrevocably authorizes and requests the United States Commissioner and/or Director of Patents and Trademarks and, as appropriate, those corresponding officials in the several states and countries throughout the world, and any other agency or authority having jurisdiction in these matters to record Assignee as the owner of and/or to issue in accordance with this Assignment, the trademark(s), service mark(s), trade name(s), domain name(s), logo(s), or trade dress and any application(s) and/or registration(s) therefor or therefrom which are assigned to Assignee by this Assignment, and hereby irrevocably consents to the filing and recordation of this Assignment with the United States Commissioner and/or Director of Patents and Trademarks and with such other officials, agencies, and authorities.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the Illinois.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and its corporate seal to be affixed hereto.

Assignor

By: DAVID CARROLL
Signature: 

Assignee:
CAPS, Inc.



(Signature)
Howard Sible
(Printed Name)
Vice President
(Title)

Exhibit A

Trademark(s)

Mark	Application/ Registration Number
CAPS UNIVERSAL THE STAR OF PAYROLL SERVICES Logo	77/272,493 3,558,514
CAPS UNIVERSAL	77/242,492 3,513,694