

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment Agreement dated as of December 17, 2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADP, Inc.		12/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Taxware, LLC		
Street Address:	110 Carmichael Street		
City:	Presque Isle		
State/Country:	MAINE		
Postal Code:	04769		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1688323	TAXWARE	
Registration Number:	2367409	WORLD TAX	
Registration Number:	1706425	VERAZIP	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP		
Address Line 1:	601 Lexington Avenue		
Address Line 2:	Susan Zablocki		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38123-100		
NAME OF SUBMITTER:	Susan Zablocki		

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Signature:	/susan zablocki/
Date:	01/24/2013
Total Attachments: 4 source=Taxware - Trademark Assignment Agreement EXECUTED_(24620734_2) (4)#page1.tif source=Taxware - Trademark Assignment Agreement EXECUTED_(24620734_2) (4)#page2.tif source=Taxware - Trademark Assignment Agreement EXECUTED_(24620734_2) (4)#page3.tif source=Taxware - Trademark Assignment Agreement EXECUTED_(24620734_2) (4)#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), dated as of December 17, 2012, is by ADP, Inc., a Delaware corporation (“ADP”), in favor of Taxware, LLC, a Delaware limited liability company (“Buyer”).

RECITALS:

WHEREAS, ADP, Buyer and Automatic Data Processing, Inc. have entered into that certain Asset Purchase Agreement, dated as of November 2, 2012 (the “Asset Purchase Agreement”), pursuant to which Buyer is acquiring certain assets, and assuming certain of the obligations and liabilities, of ADP, upon the terms and subject to the conditions more fully set forth therein;

WHEREAS, ADP (and/or one or more of its Affiliates) is the owner of the trademarks for which an application has been filed or registration issued in the United States Patent and Trademark Office and other comparable authorities in the applicable jurisdiction, in each case as identified in Schedule 1 attached hereto (collectively, the “Assigned Trademarks”);

WHEREAS, Buyer wishes to acquire all of ADP’s and its Affiliates’ right, title and interest in the Assigned Trademarks in the applicable jurisdictions; and

WHEREAS, the execution and delivery of this Agreement by ADP is a condition to the obligation of Buyer to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, ADP hereto covenants and agrees as follows (all capitalized terms used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement):

1. Incorporation of Recitals. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by reference.

2. Assignment of Assigned Trademarks. ADP, on behalf of itself and its Affiliates, does hereby assign unto Buyer all right, title, and interest in and to the Assigned Trademarks in the applicable jurisdictions, together with the goodwill of the business symbolized by the Assigned Trademarks. ADP and Buyer hereby consent to and request recordation of this Agreement and further authorize and request that all official documents and communications relating to the Assigned Trademarks issue and deliver to Buyer, its attorneys, agents, successors or assigns.

3. Governing Law. This Agreement and its validity, construction and performance shall be governed in all respects by the Laws of the State of New York applicable to contracts made and wholly performed in such state.

4. Notices. All communications to be made under this Agreement shall be made in writing and in accordance with Section 11.2 of the Asset Purchase Agreement.

5. Severability. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

6. Terms of the Asset Purchase Agreement. ADP acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the fullest extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

[Signature page follows]

Dated: _____

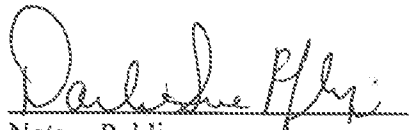
ADP, INC.

By 
Name: Michael A. Bonarti
Title: President

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

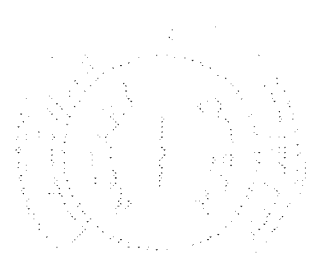
On this 14th day of December, 2012, before me a Notary Public, personally appeared Michael A. Bonarti known personally to me to be the President of ADP, Inc. and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My commission expires: _____

DARLA SUE PFLUGI
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES SEPT. 28, 2016



[Signature Page to Trademark Assignment Agreement]

TRADEMARK
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Schedule 1

Assigned Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
TAXWARE	Canada	TMA398058
TAXWARE	European Union	37432
TAXWARE	U.S.	1,688,323
TAXWARE INTERNATIONAL & Design	European Union	1989698
WORLD TAX	Canada	TMA554957
WORLD TAX	European Union	686972
WORLD TAX	U.S.	2,367,409
UTL	European Union	2135275
VERAZIP	U.S.	1,706,425