

## 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
Sage Software, Inc.		11/09/2012	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Insperity Business Services, L.P.		
Street Address:	19001 Crescent Springs Drive		
City:	Kingwood		
State/Country:	TEXAS		
Postal Code:	77339		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1610420	TIMESHEET PROFESSIONAL	
Registration Number:	1610545	TIMESHEET PROFESSIONAL	
CORRESPONDENCE DATA			
Fax Number:	5123225201		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(512) 322-5200		
Email:	tmcentral@pirkeybarber.com		
Correspondent Name:	Karla L. Bynum		
Address Line 1:	600 Congress Avenue		
Address Line 2:	Suite 2120		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	ATFF300		
NAME OF SUBMITTER:	Karla L. Bynum		
Signature:	/Karla L. Bynum/		

OP \$65.00 1610420

TRADEMARK

Date:

03/26/2013

**Total Attachments: 3**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 9th day of November, 2012, by and between Sage Software, Inc. ("Assignor"), a Virginia corporation, and Insperity Business Services, L.P. ("Assignee"), a Delaware limited partnership.

WHEREAS, Assignor has rights to the marks set forth on Exhibit A (the "Marks"), and has established certain goodwill in such Marks;


WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 9, 2012, by and between Assignor and Assignee, Assignor agreed to convey and Assignee agreed to purchase certain Acquired Assets, as defined therein, including the Marks;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, the goodwill symbolized by the Marks, and all rights of action to accrue under and by virtue thereof.

Assignor agrees that it shall, without additional compensation, execute and deliver further instruments of conveyance, transfer and assignment as reasonably requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take other similar actions as Assignee may reasonably require to effectively assign, convey and transfer the Marks, the associated goodwill, and all rights therein to Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date written above.

<p><b>ASSIGNOR:</b></p> <p>SAGE SOFTWARE, INC.</p> <p>By: <u></u></p> <p>Name: <u>MARC LOUPE</u></p> <p>Title: <u>CFO</u></p>	<p><b>ASSIGNOR:</b></p> <p>INSPERITY BUSINESS SERVICES, LP</p> <p>By: Administaff of Texas, Inc, its General Partner</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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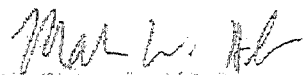
WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of November 9, 2012, by and between Assignor and Assignee, Assignor agreed to convey and Assignee agreed to purchase certain Acquired Assets, as defined therein, including the Marks;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks, together with the goodwill symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Marks, the goodwill symbolized by the Marks, and all rights of action to accrue under and by virtue thereof.

Assignor agrees that it shall, without additional compensation, execute and deliver further instruments of conveyance, transfer and assignment as reasonably requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take other similar actions as Assignee may reasonably require to effectively assign, convey and transfer the Marks, the associated goodwill, and all rights therein to Assignee.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as of the date written above.

<p>ASSIGNOR:</p> <p>SAGE SOFTWARE, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>ASSIGNEE:</p> <p>INSPERTY BUSINESS SERVICES, L.P.</p> <p>By:  _____</p> <p>Mark W. Allen Senior Vice President of Strategic Planning</p>
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Trademark Assignment

EXHIBIT A

Trademarks

	<i>Date Filed</i>	<i>Reg No.</i>	<i>Intl Class</i>	
TIMESHEET PROFESSIONAL	4/3/1989	1610420	9	Sage Software, Inc.
TIMESHEET PROFESSIONAL	4/4/1989	1610545	16	Sage Software, Inc.