

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAI Services, LLC		05/05/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Payroll Associates, LLC		
Street Address:	305 Fellowship Road		
Internal Address:	Suite 300		
City:	Mt. Laurel		
State/Country:	NEW JERSEY		
Postal Code:	08054		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3313782	PAYCHOICE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-813-8800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Attn: Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	120162158984		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	05/05/2014		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 5TH day of MAY, 2014 by and between **PAI SERVICES, LLC** a Limited Liability Company organized and existing under the laws of Delaware, and having a usual place of business at Suite 300, 305 Fellowship Road, Mt. Laurel, New Jersey 08054 ("Assignor") and **Payroll Associates, LLC** a Limited Liability Company organized and existing under the laws of Delaware, and having a usual place of business at Suite 300, 305 Fellowship Road, Mt. Laurel, New Jersey 08054 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to Trademark Registration No. **3,313,782** for the Mark **PAYCHOICE** (the "Mark"),

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is assigning the Mark as part of the transfer of all or substantially all of the assets of an ongoing business to which the Mark pertains as required by 15 USC 1060(a)(1).

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as a sealed instrument by its duly authorized representatives as of the date first written above.

ASSIGNOR: PAI Services, LLC

Name:

Robert Digby

Signature:

[Handwritten Signature]

Title:

CEO