

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WORD & BROWN, INSURANCE ADMINISTRATORS, INC.		07/31/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WAGeworks, INC.		
Street Address:	1100 Park Place, 4th Floor		
City:	San Mateo		
State/Country:	CALIFORNIA		
Postal Code:	94403		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3050755	CONEXIS HUMAN RESOURCEFUL	
Registration Number:	2885838	HUMAN RESOURCEFUL	
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 725-4043		
Email:	amina@sycr.com		
Correspondent Name:	Arnold V. Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth, P.C.		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	012639-0038		
NAME OF SUBMITTER:	Arnold V. Mina		
SIGNATURE:	/Arnold V. Mina/		
DATE SIGNED:	08/01/2014		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into by and between WORD & BROWN, INSURANCE ADMINISTRATORS, INC., a California corporation, having a place of business at 721 South Parker Road, Suite 300, Orange, CA 92868 ("Assignor") and WAGEWORKS, INC., a Delaware corporation, having a business address at 1100 Park Place, 4th Floor, San Mateo, California 94403 ("Assignee") (collectively referred to as the "Parties").

WHEREAS, Assignor is the record owner of certain trademarks (the "Trademarks") set forth on Schedule A attached hereto and made a part hereof;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 31, 2014, Assignor agrees to assign its entire right, title and interest in and to the Trademarks to Assignee; and

WHEREAS, Assignee agrees to acquire Assignor's entire right, title and interest in and to the Trademarks;

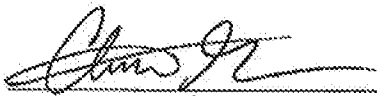
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby unconditionally and irrevocably transfer, convey and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (i) all of its United States trademark registrations and applications set forth on Schedule A hereto, together with the goodwill associated therewith (collectively, the "Assigned Property"), (ii) the right to sue and recover for damages and profits and all other remedies for past, present and future infringements of the Assigned Property and bring any proceeding in the United States Patent and Trademark Office or equivalent agency in any other country for cancellation or opposition or any other proceeding in connection with the Assigned Property and (iii) any and all renewals and extensions thereof that may hereafter be secured under applicable law.
2. Assignor hereby irrevocably authorizes, empowers and directs the United States Patent and Trademark Office, its commissioner and other offices, or equivalent agency in any other country to record Assignee as the owner and/or applicant, as the case may be, of each Trademark. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark or other proper protection for said Trademarks.
3. Assignor warrants that the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

4. And for the above-named consideration, Assignor does hereby agree to, at the request of said Assignee, execute any and all papers and documents and do all other and further lawful acts that said Assignee may deem necessary or desirable to perfect and vest in the Assignee the entire right, title and interest in the intellectual property being assigned.

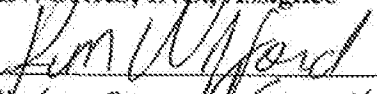
IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers thereunto duly authorized, the 31 day of July, 2014.

**WORD & BROWN, INSURANCE
ADMINISTRATORS, INC., Assignor**

By: 
Name: CLINTON GEE
Title: CFO

ACKNOWLEDGED BY ASSIGNEE:

WAGeworks, INC., Assignee

By: 
Name: General Counsel
Title: Corporate Secretary

SCHEDULE A

Trademarks

MARK	U.S. TRADEMARK REGISTRATION NUMBER
CONEXIS HUMAN RESOURCEFUL	3,050,755
HUMAN RESOURCEFUL	2,885,838

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