

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADP Canada Co.		09/26/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	8925348 Canada Limited		
Street Address:	1210 Sheppard Avenue East		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M2K 1E3		
Entity Type:	JOINT STOCK COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4569744	B	
Registration Number:	4569743	THE BRIDGE B SPONSORED BY ADP	
CORRESPONDENCE DATA			
Fax Number:	4158828220		
<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:	(415) 882-8200		
Email:	SFTrademarks@klgates.com		
Correspondent Name:	Susan Hollander and Jocelyn Belloni		
Address Line 1:	Four Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1402063.00001		
DOMESTIC REPRESENTATIVE			
Name:	Susan Hollander and Jocelyn Belloni		
Address Line 1:	Four Embarcadero Center, Suite 1200		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Jocelyn M. Belloni		
SIGNATURE:	/jocelyn m. belloni/		
DATE SIGNED:	10/23/2014		

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Total Attachments: 3

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UNITED STATES OF AMERICA

TRADE-MARK ASSIGNMENT

WHEREAS ADP CANADA CO., with an address at 3250 Bloor Street West, 16th Floor, Etobicoke, Ontario, Canada M8X 2X9 (“**Assignor**”) is desirous of selling, transferring, assigning and conveying to 8925348 Canada Limited, whose full postal address is 1210 Sheppard Avenue East, Toronto, Ontario, Canada M2K 1E3 (“**Assignee**”), all of its right, title and interest in and to the trade-mark applications and registrations listed in the attached Schedule “A” and made a part thereof the trade-marks described therein (the “**Trade-marks**”);

AND WHEREAS Assignee is desirous of acquiring all of Assignor’s right, title and interest in and to the Trade-marks and all goodwill associated therewith;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably sells, transfers, assigns and conveys to and unto the said Assignee and Assignee accepts and acquires from Assignor all of Assignor’s right, title and interest in and to the Trade-marks, together with the goodwill of any and all business carried on in association with the Trade-marks, and in and to all income, royalties, damages, and payment now or hereafter due or payable with respect thereto and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein, the same to be held by the assignee, as fully and effectually as it would have been held by the Assignor had this assignment and sale not taken place.

The Assignor undertakes and agrees to execute such further assurances as may reasonably be required to permit the Assignee to obtain registration of, hold and enjoy the Trade-marks assigned hereunder and the recording of this Agreement.

The Assignor hereby requests and authorizes the United States Patent and Trademark Office to record this Assignment and the Assignee as the owner of the Trade-marks, the resulting registrations and any renewals thereof, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee (and its successors and assigns). The Assignee shall have the right to record this Assignment with all applicable governmental entities so as to record its ownership of the Trade-marks, and all goodwill associated therewith.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

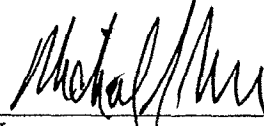
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EXECUTED at

as of the 26 day of *September*, 2014.

ADP CANADA CO.

Per:



Name: Michael A. Bonarti



Title: President and Secretary

[Signature Page -- US TM Assignment Agreement -- Transfer of Assets of ADP Amalco to NewCo]

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TRADEMARK
REEL: 005386 FRAME: 0770

SCHEDULE "A"

No.	Trade-mark	Registration No.	Application No.
1	B Design 	4,569,744	85/981,820
2	EQUIPEPAIE PAR ADP	N/A	86/051,875
3	TEAMPAY BY ADP	N/A	86/051,872
4	THE BRIDGE B SPONSORED BY ADP & Design 	4,569,743	85/981,819