

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ceridian HCM, Inc.		11/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank AG New York Branch, as Collateral Agent		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	CORPORATION: GERMANY		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85405464	INSIGHTS	
<b>Serial Number:</b>	85668243	TRUSTED RESULTS. TRANSFORMATIVE TECHNOLO	
<b>Registration Number:</b>	4274117	LIFEBALANCE	
<b>Registration Number:</b>	3926881	PCI	
<b>Registration Number:</b>	3926827	PULSE OF COMMERCE INDEX	
<b>Registration Number:</b>	4179825	KNOW. HOW.	
<b>Registration Number:</b>	4099264	CERIDIAN	
<b>Registration Number:</b>	4158033	C CERIDIAN	
<b>Registration Number:</b>	3131234	CERIDIAN BENEFITS CARD	
<b>Registration Number:</b>	3156278	LIFEBALANCE	
<b>Registration Number:</b>	2890133	CERIDIAN	
<b>Registration Number:</b>	2767159	SOURCE TAX ONLINE	
<b>Registration Number:</b>	2133234	HR/COMPLY	
<b>Registration Number:</b>	1900828	LIFEWORCS	
<b>Registration Number:</b>	1868786	CERIDIAN	
<b>Registration Number:</b>	1817518	PAYROLL 2000	
<b>Registration Number:</b>	1676974	SIGNATURE	
<b>Registration Number:</b>	1613667	TAXSEND	
<b>Registration Number:</b>	1652553	TAXTEL	
<b>Registration Number:</b>	1488798	COBRASERV	
<b>TRADEMARK</b>			

CH \$565.00 85405464

Property Type	Number	Word Mark
Registration Number:	1140557	EMPLOYEE ADVISORY RESOURCE
Registration Number:	1128442	EAR

**CORRESPONDENCE DATA**

**Fax Number:** 3026365454

*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.*

**Phone:** 800-927-9801 x 62348

**Email:** jpaterso@cscinfo.com

**Correspondent Name:** Corporation Service Company

**Address Line 1:** 1090 Vermont Avenue NW, Suite 430

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	378040
<b>NAME OF SUBMITTER:</b>	Jean Paterson
<b>SIGNATURE:</b>	/jep/
<b>DATE SIGNED:</b>	11/14/2014

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2014 (this "Agreement"), among CERIDIAN HCM, INC. ("Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Guarantee and Collateral Agreement dated as of November 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Ceridian HCM Holding, Inc., a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower party thereto and the Collateral Agent. The Lenders have extended credit to Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of November 14, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Guarantee and Collateral Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor and wherever located or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I and II (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks;
- (d) the right to sue third parties for past, present and future infringements of any Trademark; and
- (e) all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CERIDIAN HCM, INC.

By: 

Name: Nicholas D. Cucci

Title: Treasurer

DEUTSCHE BANK AG NEW YORK BRANCH,  
as Collateral Agent,

By:   
Name: **Dusan Lazarov**  
Title: **Director**

By:   
Name: **Lisa Wong**  
Title: **Vice President**

[Signature Page to Ceridian HCM, Inc. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005401 FRAME: 0424**

*Schedule I*

**TRADEMARKS**

<b>Trademark</b>	<b>App No.</b>	<b>App Date</b>	<b>Reg No.</b>	<b>Reg Date</b>	<b>Owner</b>
INSIGHTS	85405464	8/24/2011			CERIDIAN HCM, INC.
TRUSTED RESULTS. TRANSFORMATIVE TECHNOLOGY.	85668243	7/3/2012			CERIDIAN HCM, INC.
LIFEBALANCE	85357140	6/27/2011	4274117	1/15/2013	CERIDIAN HCM, INC.
PCI	77951762	3/5/2010	3926881	3/1/2011	CERIDIAN HCM, INC.
PULSE OF COMMERCE INDEX	77927873	2/4/2010	3926827	3/1/2011	CERIDIAN HCM, INC.
KNOW. HOW.	77923255	1/29/2010	4179825	7/24/2012	CERIDIAN HCM, INC.
CERIDIAN	77438632	4/3/2008	4099264	2/14/2012	CERIDIAN HCM, INC.
C CERIDIAN	77437486	4/2/2008	4158033	6/12/2012	CERIDIAN HCM, INC.
CERIDIAN BENEFITS CARD	78616434	4/25/2005	3131234	8/15/2006	CERIDIAN HCM, INC.
LIFEBALANCE	78506163	10/26/2004	3156278	10/17/2006	CERIDIAN HCM, INC.
CERIDIAN	78148728	7/30/2002	2890133	9/28/2004	CERIDIAN HCM, INC.
SOURCE TAX ONLINE	75938155	3/8/2000	2767159	9/23/2003	CERIDIAN HCM, INC.
HR/COMPLY	75093666	4/24/1996	2133234	1/27/1998	CERIDIAN HCM, INC.
LIFEWORCS	74459640	11/18/1993	1900828	6/20/1995	CERIDIAN HCM, INC.
CERIDIAN	74275891	5/15/1992	1868786	12/20/1994	CERIDIAN HCM, INC.
PAYROLL 2000	74150237	3/22/1991	1817518	1/18/1994	CERIDIAN HCM, INC.
SIGNATURE	74085601	8/6/1990	1676974	2/25/1992	CERIDIAN HCM, INC.
TAXSEND	74013820	12/26/1989	1613667	9/18/1990	CERIDIAN HCM, INC.

TAXTEL	74014712	12/26/1989	1652553	7/30/1991	CERIDIAN HCM, INC.
COBRASERV	73678291	8/13/1987	1488798	5/17/1988	CERIDIAN HCM, INC.
EMPLOYEE ADVISORY RESOURCE	73178939	7/20/1978	1140557	10/14/1980	CERIDIAN HCM, INC.
EAR	73179016	7/20/1978	1128442	12/25/1979	CERIDIAN HCM, INC.