

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326414

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centerstone Insurance and Financial Services		12/01/2014	CORPORATION: CALIFORNIA
A G Insurance Agencies, Inc.		12/01/2014	CORPORATION: TEXAS
CompuPay, Inc.		12/01/2014	CORPORATION: FLORIDA
CompuPay Investments, Inc.		12/01/2014	CORPORATION: TENNESSEE
Mather & Strohl Administrative Services, Inc.		12/01/2014	CORPORATION: MARYLAND
DKG Insurance & Financial Services, Inc.		12/01/2014	CORPORATION: TEXAS
CompuPay Insurance Services, Inc.		12/01/2014	CORPORATION: FLORIDA
Paymaxx, Inc.		12/01/2014	CORPORATION: TENNESSEE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Serial Number:	86400562	EMPLOYERFOCUS
Serial Number:	86398594	HRFOCUS
Serial Number:	86256093	ALLPERSPECTIVES
Serial Number:	86355390	PAYUNITE
Serial Number:	86355368	PAYUNITE PRO
Serial Number:	86355361	PAYFOCUS
Serial Number:	85937131	BENEFITMALL
Serial Number:	85937068	BENEFITMALL ALL TOGETHER, BETTER.
Registration Number:	4484072	BENEFITMALL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4340853	EX EMPLOYER SERVICES EXCHANGE
Registration Number:	4019126	BENEFITMALL BENEFITUNIVERSITY CONTINUING
Registration Number:	4019127	BENEFITUNIVERSITY
Registration Number:	3970270	PHONE PAY/FAX PAY
Registration Number:	3970269	AFTER PAYROLL SOLUTIONS
Registration Number:	3957323	EX HEALTHCARE EXCHANGE
Registration Number:	3957322	EX EXCHANGE
Registration Number:	3953780	EX HEALTHCARE EXCHANGE EXCHANGING IDEAS.
Registration Number:	3921772	CLIENT READY QUOTE SYSTEM
Registration Number:	3808704	HEALTHCARE EXCHANGE
Registration Number:	3692380	B
Registration Number:	3651893	PAYCOMP
Registration Number:	3514243	BEING THE BEST! ONE PAYROLL AT A TIME
Registration Number:	3196338	ONE PAY
Registration Number:	3299265	INNOVATION PAYS
Registration Number:	2859688	B BENEFITMALL
Registration Number:	2859691	BENEFITMALL
Registration Number:	2447702	POWER401K
Registration Number:	2415824	PAYVIEW
Registration Number:	2463562	PAYLOAD
Registration Number:	2469227	WEBLOAD
Registration Number:	2663803	POWER125
Registration Number:	2298118	COMPUPAY
Registration Number:	2444848	POWER PAYROLL
Registration Number:	2048448	PAYROLL ONLINE
Registration Number:	1734585	POWERCOLLECTOR
Registration Number:	1735209	PAYMAXX
Registration Number:	1643163	PAYRIGHT
Registration Number:	3135110	XPRESSPAYROLL

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 734-930-0121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

TRADEMARK

REEL: 005421 FRAME: 0043

SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	12/17/2014
Total Attachments: 13 source=Benefit Mall IPSA#page1.tif source=Benefit Mall IPSA#page2.tif source=Benefit Mall IPSA#page3.tif source=Benefit Mall IPSA#page4.tif source=Benefit Mall IPSA#page5.tif source=Benefit Mall IPSA#page6.tif source=Benefit Mall IPSA#page7.tif source=Benefit Mall IPSA#page8.tif source=Benefit Mall IPSA#page9.tif source=Benefit Mall IPSA#page10.tif source=Benefit Mall IPSA#page11.tif source=Benefit Mall IPSA#page12.tif source=Benefit Mall IPSA#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 1, 2014, by and between the undersigned grantors (individually and collectively, "Grantor"), and COMERICA BANK ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations (the "Financial Accommodations") to BMC Acquisition, Inc., a Delaware corporation, BenefitMall Holdings, Inc., a Delaware corporation and CompuPay Holdings Corp., a Delaware corporation (individually and collectively, "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement between Secured Party and Borrower, dated as of the date hereof (as may be amended, restated, supplemented or replaced from time to time, the "Loan Agreement"). Grantor is executing this Agreement in consideration of Secured Party's loan to Borrower and for the purpose of providing a security interest in and to the Collateral (as defined below) as an accommodation to, and at the request of Borrower.

B. Grantor is financially interest in the affairs of Borrower. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement, that certain Guaranty of even date herewith executed by Grantor in favor of Secured Party with respect to the obligations of Borrower to Secured Party (as may be amended, restated, supplemented or replaced from time to time, the "Guaranty") or that certain Security Agreement of even date herewith between Grantor and Secured Party (as may be amended, restated, supplemented or replaced from time to time, the "Security Agreement"), as applicable.

C. Secured Party is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement), Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with

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and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non exclusive licenses granted by Grantor in the ordinary course of business, Permitted Liens (as defined in the Security Agreement), or as set forth in this Agreement or the Security Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this

Agreement; (ii) all registerable intellectual property rights Grantor has developed as of the date of this Agreement but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product, prior to the sale or licensing of such product to any third party and prior to Grantor's use of such product (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral Grantor shall give Secured Party notice of all such applications or registrations;

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement, the Guaranty and the Security Agreement upon making the filings referred to in clause (j) below;

(j) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(m) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable business hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary

or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement, the Guaranty, the Security Agreement or any other Loan Document; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Joint and Several Obligations. If there is more than one Grantor, each Grantor agrees that all undertakings, warranties and covenants made by Grantor and all rights, powers and authorities given to or conferred upon Bank are made or given jointly and severally, and each reference to the term Grantor shall mean each and every Grantor a party hereto, individually and collectively, jointly and severally.

15. Choice of Law and Venue; Jury Trial Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to principles of conflicts of law. Each of the parties hereto hereby submits to the exclusive jurisdiction of the state and Federal courts located in the State of Texas. **GRANTOR AND BANK ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE SECURED OBLIGATIONS.**

16. **THIS WRITTEN LOAN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

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BANK:

COMERICA BANK

By: Charles Fell
Name: Charles Fell
Title: Vice President

Address of Bank

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

Signature Page to Intellectual Property Security Agreement (Guarantors)
(4481015)

TRADEMARK
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

**CENTERSTONE INSURANCE AND
FINANCIAL SERVICES**

By: 

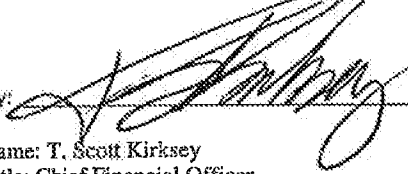
Name: T. Scott Kirksey
Title: Chief Financial Officer

**MATHER AND STROHL ADMINISTRATIVE
SERVICES, INC.**

By: 

Name: T. Scott Kirksey
Title: Chief Financial Officer

A G INSURANCE AGENCIES, INC.

By: 


Name: T. Scott Kirksey
Title: Chief Financial Officer

**DKG INSURANCE AND FINANCIAL
SERVICES, INC.**

By: 

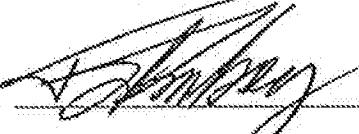
Name: T. Scott Kirksey
Title: Chief Financial Officer

COMPUPAY, INC.

By: 

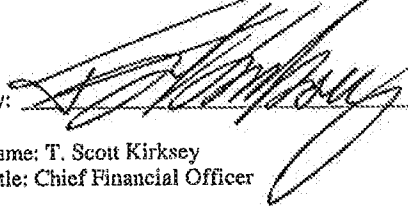
Name: T. Scott Kirksey
Title: Chief Financial Officer

COMPUPAY INSURANCE SERVICES, INC.

By: 

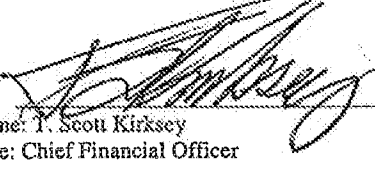
Name: T. Scott Kirksey
Title: Chief Financial Officer

COMPUPAY INVESTMENTS, INC.

By: 

Name: T. Scott Kirksey
Title: Chief Financial Officer

PAYMAXX, INC.

By: 

Name: T. Scott Kirksey
Title: Chief Financial Officer

Address of Grantors

c/o BMC Acquisition, Inc.
4851 LBJ Freeway, Suite 100
Dallas, Texas 75244

Signature Page to Intellectual Property Security Agreement (Grantors)
(4481015)

TRADEMARK
REEL: 005421 FRAME: 0051

EXHIBIT A

Copyrights

Title	Reg. No.	Reg. Date
BenefitMall Administration System	TXu001597346	11/27/07
Client Ready Quote System	TXu001597348	11/27/07
CompuTax v7ts	TXu001353982	2/20/07
DSI payroll 2006	TXu001352926	2/20/07
Outward Facing Enrollment	TXu001597350	11/27/07
PAM v.2650	TXu001322485	2/20/07
PayLoad v.5.1	TXu001322484	2/20/07
PayMaxx production (HP Cobol payroll) v.2006	TXu001322483	2/20/07
PayRight v.5.1	TXu001322482	2/20/07
Phoenix XP v.1.0	TXu001353981	2/20/07
PowerPayroll v.5.8	TXu001353983	2/20/07
Selma interface to Millenium v.1.2	TXu001322479	2/20/07
TaxxPro v.3.1	TXu001322480	2/20/07
VisualGA	TX0005131918	1/19/00
XpressPayroll v.1.3	TXu001322481	2/20/07

EXHIBIT B

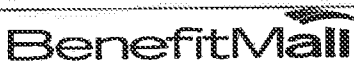
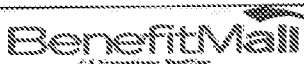

Patents





None.

[Exhibit B]

EXHIBIT C

Trademarks



Mark	App. No.	Filing Date	Reg. No.	Reg. Date
EMPLOYERFOCUS	86/400562	9/19/14	n/a	n/a
HRFOCUS	86/398594	9/18/14	n/a	n/a
ALLPERSPECTIVES	86/256093	4/18/14	n/a	n/a
PAYUNITE	86/355390	8/1/14	n/a	n/a
PAYUNITE PRO	86/355368	8/1/14	n/a	n/a
PAYFOCUS	86/355361	8/1/14	n/a	n/a
	85/937131	5/20/13	n/a	n/a
	85/937068	5/20/13	n/a	n/a
BENEFITMALL	85/937150	5/20/13	4,484,072	2/18/14
	85/531012	2/1/12	4,340,853	5/28/13

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	85/233534	2/3/11	4,019,126	8/30/11
BENEFITUNIVERSITY	85/233542	2/3/11	4,019,127	8/30/11
PHONE PAY/FAX PAY	85/145445	10/5/10	3,970,270	5/31/11
AFTER PAYROLL SOLUTIONS	85/145436	10/5/10	3,970,269	5/31/11
	85/120806	9/1/10	3,957,323	5/10/11
	85/120790	9/1/10	3,957,322	5/10/11
	85/033204	5/7/10	3,953,780	5/3/11
CLIENT READY QUOTE SYSTEM	77/894977	12/16/09	3,921,772	2/22/11
HEALTHCARE EXCHANGE	77/790599	7/27/09	3,808,704	6/22/10

[Exhibit C]

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TRADEMARK
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Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	77/697237	3/23/09	3,692,380	10/6/09
PAYCOMP	77/282202	9/18/07	3,651,893	7/7/09
BEING THE BEST! ONE PAYROLL AT A TIME	78/861586	4/14/06	3,514,243	10/7/08
ONE PAY	78/781864	12/28/05	3,196,338	1/9/07
INNOVATION PAYS	78/696637	8/19/05	3,299,265	9/25/07
	76/521017	6/9/03	2,859,688	7/6/04
BENEFITMALL	76/521596	6/9/03	2,859,691	7/6/04
POWER401K	75/892691	1/7/00	2,447,702	5/1/01
PAYVIEW	75/892693	1/7/00	2,415,824	12/26/00
PAYLOAD	75/892694	1/7/00	2,463,562	6/26/01
WEBLOAD	75/892690	1/7/00	2,469,227	7/17/01
POWER125	75/892692	1/7/00	2,663,803	12/17/02
COMPUPAY	75/576035	10/23/98	2,298,118	12/7/99
POWER PAYROLL	75/558704	9/23/98	2,444,848	4/17/01
PAYROLL ONLINE	75/037344	12/26/95	2,048,448	3/25/97
POWERCOLLECTOR	74/262221	4/3/92	1,734,585	11/24/92

[Exhibit C]

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TRADEMARK
REEL: 005421 FRAME: 0056

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PAYMAXX	74/262223	4/3/92	1,735,209	11/24/92
PAYRIGHT	74/002637	11/16/89	1,643,163	4/30/91
XPRESSPAYROLL	78/560837	2/4/05	3,135,110	8/29/06

[Exhibit C]

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