

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM367839

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Advance Payroll Funding, Ltd.		12/22/2015	LIMITED LIABILITY COMPANY: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Paychex Advance LLC		
<b>Street Address:</b>	911 Panorama Trail		
<b>City:</b>	Rochester		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14625		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3045902	ADVANCE	
<b>Registration Number:</b>	3032199		
<b>Registration Number:</b>	3679215	WHATEVER YOUR ENDEAVOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8669471121		
<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>			
<b>Phone:</b>	585-263-1065		
<b>Email:</b>	nytm@nixonpeabody.com		
<b>Correspondent Name:</b>	Kristen M. Walsh, Nixon Peabody LLP		
<b>Address Line 1:</b>	1300 Clinton Square		
<b>Address Line 4:</b>	Rochester, NEW YORK 14604		
<b>ATTORNEY DOCKET NUMBER:</b>	21104-14		
<b>NAME OF SUBMITTER:</b>	Kristen M. Walsh		
<b>SIGNATURE:</b>	/kristenmwash/		
<b>DATE SIGNED:</b>	01/04/2016		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 22, 2015, is made by ADVANCE PAYROLL FUNDING, LTD., an Ohio limited liability company, (the "Assignor"), for the benefit of PAYCHEX ADVANCE LLC, a New York limited liability company (together with its successors and assigns, the "Assignee"), pursuant to the terms of the Asset Purchase Agreement between Buyer, Seller, ADVANCE TEMPORARY HELP SERVICES, INC., an Ohio corporation ("Parent"), for purposes of Sections 5.9 through 5.11, Article IX and Article X thereof only, the shareholders of Parent signatory thereto, and for purposes of Section 10.13 thereof only, PAYCHEX INC., a Delaware corporation, dated as of December 2, 2015 (the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Purchase Agreement.

The Assignor has adopted, owns, and is using certain trademarks, as set forth on Schedule A attached hereto and incorporated herein by reference, for which the Assignor owns the United States trademark registrations, all common law rights and any trademark applications associated therewith (collectively, the "Marks"). The Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to the Marks, and the Assignee has agreed to accept said assignment.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts and assumes from the Assignor, all of the Assignor's right, title, and interests in and to the Marks, together with the goodwill of the business connected with the use of and symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof.

The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdiction, to record and register this Trademark Assignment upon request by the Assignee.

The Assignee acknowledges that neither the Assignor nor Parent make any representation or warranty with respect to the Marks except as specifically set forth in the Purchase Agreement. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Trademark Assignment is given pursuant to the terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. In the event of a conflict or inconsistency between the provisions of this Trademark Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date first above written.

**ASSIGNOR:**

ADVANCE PAYROLL FUNDING, LTD.

By: 

Name: Joel Adelman


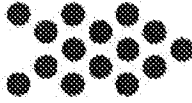
Title: Chief Executive Officer

*Signature page to Trademark Assignment*

**TRADEMARK**  
**REEL: 005701 FRAME: 0367**

**SCHEDULE A**

**I. Registered Trademarks**

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Class and Goods
ADVANCE (and Design):  	78/524544 11/30/2004	3045902 01/17/2006	Class 35: Administration of business payroll for others; payroll preparation; business consultation  Class 36: Financial services in the field of money lending; payroll tax debiting services
Miscellaneous Design:  	78/524545 11/30/2004	3032199 12/20/2005	Class 35: Administration of business payroll for others; payroll preparation; business consultation  Class 36: Financial services in the field of money lending; payroll tax debiting services
WHATEVER YOUR ENDEAVOR	77/670495 02/13/2009	3679215 09/08/2009	Class 36: Accounts receivables financing; commercial lending services; factoring agencies; financial services in the field of money lending; financial services, namely, money lending; financing and loan services; financing services; providing working capital

**II. Common Law Trademarks**

ADVANCE

ADVANCE PAYROLL

ADVANCE PARTNERS (and Design):



ENDEAVOR

ENDEAVOR FUNDING

ENDEAVOR FUNDING SERVICES

*Schedule A to Trademark Assignment*