

07-27-1998



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To the Honorable Commissio.

100777072

original documents or copy thereof.

1. Name of conveying party(ies):
Safeguard Business Systems, Inc.
 U.S. Patent & TMO/c/TM Mail Rcpt. Dt. #51
 07-07-1998
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware **7-7-98**
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Advantage Business Services Holdings, Inc.
 Internal Address:
 Street Address: 126 Merrow Road
 City: Auburn State: Maine ZIP: 04211-1330
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
 Execution Date: March 31, 1998

4. Application number(s) or patent number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
1,953,181; 1,953,182; 1,943,146
 Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 3
 7. Total fee (37 CFR 3.41) \$90.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kenneth R. Glaser
 Internal Address: Akin, Gump, Strauss, Hauer & Feld, LLP
 Street Address: 1700 Pacific Avenue, Suite 4100
 City: Dallas State: TX ZIP: 75201-4675
7/24/1998 DNGUYEN 00000075 1953181
 1 FC:401 10.00 OP
 2 FC:482 50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kenneth R. Glaser
 Name of Person Signing [Signature] 6/30/98
 Signature Date
 Total number of pages including cover sheet, attachments, and document:

**ASSIGNMENT
OF
TRADEMARKS AND SERVICE MARKS**

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (this "Assignment") is made as of March 31, 1998 by Safeguard Business Systems, Inc., a Delaware corporation ("Assignor") in favor of Advantage Business Services Holdings, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement (the "Purchase Agreement") dated as of March 31, 1998 (the "Effective Date"), by and between Assignor and Assignee, Assignor has agreed to sell the Acquired Assets (as defined therein) comprising Assignor's Payroll Processing Division to Assignee; and

WHEREAS, under the Purchase Agreement Assignor has agreed to assign and transfer certain registered Trademarks and Service Marks, specifically including only those items listed on Exhibit A attached hereto (together, the "Trademarks").

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby makes the following assignment and covenants:

TERMS

1. **Assignment of Trademarks.** Effective as of the Effective Date, Assignor hereby assigns to Assignee all of the Trademarks together with the goodwill symbolized by the Trademarks. Assignor hereby covenants with Assignee, its successors and assigns, that it is has good right and authority to transfer the Trademarks as aforesaid; and it will warrant and defend the transfer of the Trademarks unto Assignee, its successors and assigns, against the lawful claims and demands of all persons. All of such Trademarks represent validly registered and assignable intellectual property.

2. **Further Assurances.** Assignor hereby covenants and agrees with Assignee, its successors and assigns, to execute and deliver to Assignee such other and further instruments of transfer, assignment and conveyance and all such notices, releases and other documents, including, but not limited to, the recordation notice attached hereto as Exhibit B, and to use its best efforts to secure all such consents and waivers as may be necessary more fully to transfer, assign and convey to and vest in Assignee all and singular the Trademarks hereby transferred, assigned and conveyed or intended so to be.

3. **Governing Law.** This Assignment shall be governed by the laws of

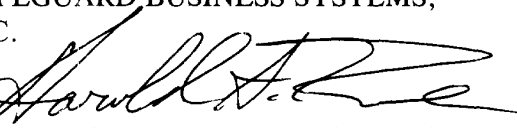
the State of Delaware, regardless of the laws that might otherwise govern under the conflicts of laws principles of the State of Delaware.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor, expressly intending to be legally bound thereby, has caused this Assignment to be duly executed hereto this 31st day of March, 1998.

SAFEGUARD BUSINESS SYSTEMS,
INC.

By



Harold A. Rose, Senior Vice President
and General Counsel

THE STATE OF MAINE §

§

COUNTY OF Cumberland §

The foregoing instrument was acknowledged before me on this 31st day of March, 1998 by Harold A. Rose in his capacity as Senior Vice President and General Counsel of Safeguard Business Systems, Inc.



PETER B. WEBSTER
Notary Public in and for
the State of Maine

EXHIBIT A

**REGISTERED TRADEMARKS
AND SERVICE MARKS**

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAFE-PAY CONNECTION	1,953,181	1/30/96
SAFE-PAY	1,953,182	1/30/96
SAFEGUARD SAFE-PAY CONNECTION	1,943,146	12/19/95

EXHIBIT B

RECORDATION FORM