

02-11-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100963611

To the Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Powerpay Software, Inc.

- Individuals
- General Partnership
- Corporation—State of Delaware
- Other:
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

PeoplePay, Inc.
259 Cedar Park Circle
Sarasota, Florida 34231

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

- Individual(s) citizenship
- General Partnership
- Corporation—State of Florida
- Other:
- Association
- Limited Partnership

Execution Date: January 13, 1999

If assignee is not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

B. Trademark Reg. No.(s)

1,897,986

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gregory C. Golla, Esq.
Address: MERCHANT, GOULD, SMITH, EDELL
WELTER & SCHMIDT, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

02/11/1999 DC0ATES 00000031 1897986

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DO NOT USE THIS SPACE

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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.

Gregory C. Golla, Esq.

Name of Person Signing

Signature

February 8, 1999

Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1852 FRAME: 0682

TRADEMARK ASSIGNMENT

WHEREAS, Powerpay Software, Inc., a Delaware corporation located at 2275 Research Blvd., Rockville, Maryland 20850 ("Assignor") acquired the rights in and to the mark "POWER PAY" (the "Mark") and the corresponding registration No. 1,897,986, registered June 6, 1995, and recorded its assignment of rights, recorded at reel 1445, frame 0373, recorded March 21, 1996, and thereafter made continuous use of said Mark in commerce in connection with the recited goods, computer software for payroll services and instruction manuals sold as a unit;

WHEREAS, prior to the effective date of this Assignment, Assignor was the owner of the entire right, title and interest in the Mark, free and clear of any liens and encumbrances, and the Assignor was the owner of the federal trademark registration for the Mark, Registration No. 1,897,986, registered June 6, 1995; and

WHEREAS, PeoplePay, Inc., (Florida Corporation) located at 259 Cedar Park Circle, Sarasota, Florida 34231 ("Assignee"), is desirous of confirming that it has acquired from Assignor all right, title and interest in and to said Mark and trademark registration, and associated goodwill;

NOW THEREFORE, said Assignor hereby confirms and ratifies the assignment of rights stated herein effective as of the date stated below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned and transferred, and by these presents does sell, assign and transfer, nunc pro tunc, unto said Assignee, its successors or assigns, its entire right, title and interest, worldwide in and to said Mark, said U.S. registration and all common law trademark rights in said Mark, and with the goodwill and other incidents of its business associated

with or symbolized by said Mark, effective as of December 29, 1997. Assignor agrees to take all actions, execute additional documents and to otherwise cooperate as requested by Assignee as is necessary or reasonable to assign, transfer, perfect, record, maintain, register or enforce the rights of Assignee in and to the Mark, at the expense of Assignee.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed by its duly authorized representative.

PowerPay Software, Inc.

By: _____

ERIK RENDS PRESIDENT

Name and Title

Dated: _____

1/13/99

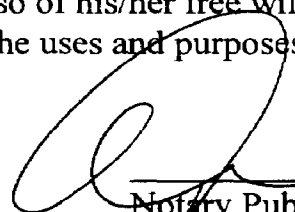
State of _____

Maryland

County of _____

Montgomery

On this 13th of January, 1999, before me personally appeared the person described in and who executed the foregoing instrument, and being first duly sworn, stated that s/he had authority to sign the above Agreement, on his/her Company's behalf and that s/he did so of his/her free will, and s/he duly acknowledged to me that s/he executed the same for the uses and purposes therein set forth.



Notary Public

ARNOLD D. SPEVACK
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 16, 2000