

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
Stromberg LLC		10/10/2003	Connecticut Limited Liability Company:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Paychex of New York, LLC
<b>Street Address:</b>	911 Panorama Trail South
<b>Internal Address:</b>	P.O. Box 25397
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14625
<b>Entity Type:</b>	Delaware Limited Liability Company:

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1991199	TIME IN A BOX

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(585)263-1600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	585-263-1000
<b>Email:</b>	nytm@nixonpeabody.com
<b>Correspondent Name:</b>	Kristen M. Walsh, Esq.
<b>Address Line 1:</b>	Clinton Square
<b>Address Line 2:</b>	Post Office Box 31051
<b>Address Line 4:</b>	Rochester, NEW YORK 14603-1051

<b>NAME OF SUBMITTER:</b>	Melanie L. DeRue
---------------------------	------------------

<b>Total Attachments: 1</b> source=00000001#page1.tif
--

CH \$40.00 1991199

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made this 10<sup>th</sup> day of October, 2003, by Stromberg LLC, a Connecticut limited liability company, ("Assignor"), in favor of Paychex of New York, LLC, a Delaware limited liability company ("Assignee").

Assignor has sold, assigned, and transferred all right, title, and interest in and to a certain computer program to Assignee pursuant to a Purchase and Sale Agreement and this Trademark Assignment is a Related Document, as defined therein. Assignor desires to assign and transfer to Assignee all right, title, and interest in and to the TIME IN A BOX trademark, subject of U.S. Registration No. 1991199 ("Trademark"), and associated goodwill and related rights.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor now agrees as follows:

1. Assignor hereby assigns to Assignee, its successors, and assigns, absolutely and unconditionally, all of Assignor's right, title, and interest in and to the Trademark, and all applications and registrations therefor, together with a) the goodwill of the business symbolized by such mark; b) the right to recover for damages and profits, due or accrued, arising out of past infringements of the Trademark or injury to the goodwill and the right to sue for and recover the same in the Assignee's own name; and c) any rights of opposition and the right to oppose the same in Assignee's own name.
2. Assignor represents and warrants that: a) Assignor has the full right to convey the entire interest herein assigned without conflict with the rights of others; b) Assignor has not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith; and c) to Assignor's knowledge, no claim is threatened challenging the validity or enforceability of, or Assignor's ownership or right to use or transfer the Trademark, and no third party is infringing upon the Trademark.
3. Assignor will execute and deliver at the request of the Assignee, all papers, instruments and assignments, and will perform any other reasonable acts the Assignee may require, in order to vest all Assignor's right, title and interest in and to the Trademark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee.

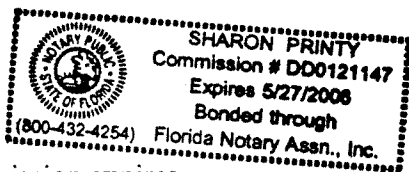
IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be executed by the undersigned, its duly authorized representative.

STROMBERG LLC

By: *Seth Bernstein*  
Seth Bernstein, President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

Subscribed and sworn before me this 10<sup>th</sup> day of October, 2003.



*Sharon Pruty*  
Notary Public

My Commission expires \_\_\_\_\_