

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Time Plus, Inc.		06/01/2008	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	IOI Payroll Services, Inc.		
Street Address:	25325 Leer Drive		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46514		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2893502	TIME+PLUS	
Registration Number:	1930689	TIME+PLUS	
Registration Number:	2885817	CHECKCONNECT	
Registration Number:	1872278	TIMEPLUS	
CORRESPONDENCE DATA			
Fax Number:	(574)236-2839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	574-234-3900		
Email:	ssmilay@bhlawyers.net, mgs@bhlawyers.net		
Correspondent Name:	Steven L. Smilay		
Address Line 1:	105 E. Jefferson Boulevard		
Address Line 2:	Suite 400		
Address Line 4:	South Bend, INDIANA 46601-1913		
ATTORNEY DOCKET NUMBER:	536-015 016 017 018 IOI		
NAME OF SUBMITTER:	Steven L. Smilay		

OP \$115.00 2893502

TRADEMARK

Signature:	/Steven L. Smilay/
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Date:	06/23/2008
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<p>Total Attachments: 4 source=Assignment Reg. No. 1872278#page1.tif source=Assignment Reg. No. 1930689#page1.tif source=Assignment Reg. No. 2885817#page1.tif source=Assignment Reg. No. 2893502#page1.tif</p>
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ASSIGNMENT

WHEREAS, **Time Plus, Inc.**, a corporation of the State of Georgia, with its principal place of business at 500 Colonial Center Parkway, Suite 650, Roswell, Georgia 30076 ("Assignor"), is the owner of the trademark **TIMEPLUS**, registered with the United States Patent and Trademark Office under Registration No. 1872278 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, **IOI Payroll Services, Inc.**, a corporation of the State of Indiana, with its principal place of business at 25325 Leer Drive, Elkhart, Indiana 46514 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and its associated Intellectual Property; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "APA") whereby Assignor is transferring, selling and assigning the Mark and Intellectual Property, among other assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances, except Permitted Encumbrances (as defined in the APA), all of Assignor's right, title and interest in and to:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

Power to Insert. The undersigned hereby grant(s) the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification of the Mark which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

DATE

6/1/08

TIME PLUS, INC.

By:

Name:

John Williams
JOHN WILLIAMS Title: PRESIDENT

ASSIGNMENT

WHEREAS, **Time Plus, Inc.**, a corporation of the State of Georgia, with its principal place of business at 500 Colonial Center Parkway, Suite 650, Roswell, Georgia 30076 ("Assignor"), is the owner of the trademark **TIME+PLUS**, registered with the United States Patent and Trademark Office under Registration No. 1930689 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, **IOI Payroll Services, Inc.**, a corporation of the State of Indiana, with its principal place of business at 25325 Leer Drive, Elkhart, Indiana 46514 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and its associated Intellectual Property; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "APA") whereby Assignor is transferring, selling and assigning the Mark and Intellectual Property, among other assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances, except Permitted Encumbrances (as defined in the APA), all of Assignor's right, title and interest in and to:


- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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TIME PLUS, INC.

By:


Name: JOHN WILLIAMS Title: PRESIDENT

DATE

6/1/08

ASSIGNMENT

WHEREAS, **Time Plus, Inc.**, a corporation of the State of Georgia, with its principal place of business at 500 Colonial Center Parkway, Suite 650, Roswell, Georgia 30076 ("Assignor"), is the owner of the trademark **CHECKCONNECT**, registered with the United States Patent and Trademark Office under Registration No. 2885817 ("Mark") and the goodwill of the business associated with the use of and symbolized by the Mark whether arising under common law, state law, federal law or the laws of any and all other jurisdictions ("Intellectual Property"); and

WHEREAS, **IOI Payroll Services, Inc.**, a corporation of the State of Indiana, with its principal place of business at 25325 Leer Drive, Elkhart, Indiana 46514 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and its associated Intellectual Property; and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "APA") whereby Assignor is transferring, selling and assigning the Mark and Intellectual Property, among other assets to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances, except Permitted Encumbrances (as defined in the APA), all of Assignor's right, title and interest in and to:

- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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Name:

John Williams

JOHN WILLIAMS

Title: PRESIDENT

ASSIGNMENT

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WHEREAS, **IOI Payroll Services, Inc.**, a corporation of the State of Indiana, with its principal place of business at 25325 Leer Drive, Elkhart, Indiana 46514 ("Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to the Mark and its associated Intellectual Property; and

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- 1) the Mark, its associated Intellectual Property including the goodwill of the business associated with the use of and symbolized by the Mark;
- 2) all rights to sue for infringement of the Mark, whether arising prior or subsequent to the date of this Assignment, as well as the right to recover for, and the right to profits and damages due or accrued, arising out of or in connection with, any past, present or future infringements, dilution of or damage or injury to the Mark and its associated Intellectual Property;
- 3) the exclusive right to use or otherwise transfer, to apply to register, or to assist any third party to register a trademark, domain name or designation that comprises or includes, whether alone or in combination with each other or with other words or designs, any variation of the Mark for any goods and/or services, unless the Mark has been abandoned by the Assignee; and
- 4) the registrations of and registration applications for the Mark and any and all renewals or extensions thereof that may hereafter be secured under laws now or hereafter in effect in the United States and its territorial possessions and in any and all other jurisdictions, the same to be held and enjoyed by Assignee from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

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