

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gary D. Nelson Associates, Inc.		12/27/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WorkforceLogic LLC		
Street Address:	425 California Street, Suite 600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76424824	WORKFORCELOGIC	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com, tmadmin@goodwinprocter.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	127212-207719		
NAME OF SUBMITTER:	Ryan E. Thomas		
Signature:	/Ryan E. Thomas/		

OP \$40.00 76424824

Date:

12/27/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“Trademark Assignment”) dated as of December 27, 2011 (“Effective Date”), is made by and between Gary D. Nelson Associates, Inc., a California corporation (“Assignor”) and WorkforceLogic LLC, a Delaware limited liability company (“Assignee”). Both Assignor and Assignee are collectively referred to herein as the “Parties.”

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor’s rights, title and interest in and to the Marks (as defined below).

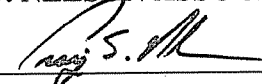
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. “Marks” shall mean the trademarks and service marks (whether in word mark, stylized and/or design formats) specified in Exhibit A attached hereto.
2. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee any and all worldwide rights, title and interests Assignor holds, or may hold, in and to the Marks, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to and under the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Marks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks, including in and under all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned under this Assignment.
3. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Marks.
4. Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at Assignee’s request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to grant, sell, convey, assign, transfer, set over to Assignee any of the Marks.
5. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

GARY D. NELSON ASSOCIATES, INC.

By  _____

Name: Craig Nelson

Title: Executive Vice President

ASSIGNEE:

WORKFORCELOGIC LLC

By: Gary D. Nelson Associates, Inc.

Its: Managing Member

By _____

Name: Steve Furtado

Title: Executive Vice President

IN WITNESS WHEREOF, the Parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

ASSIGNOR:

GARY D. NELSON ASSOCIATES, INC.

By _____
Name: Craig Nelson
Title: Executive Vice President

ASSIGNEE:

WORKFORCELOGIC LLC

By: Gary D. Nelson Associates, Inc.
Its: ~~Managing Member~~

By _____
Name: Steve Furtado
Title: Executive Vice President

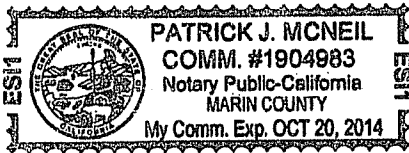
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

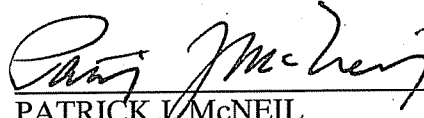
State of California)
) ss.
County of Marin)

On this 21st day of December, 2011, before me, PATRICK J. McNEIL, a Notary Public, personally appeared CRAIG S. NELSON, who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





PATRICK J. McNEIL
Notary Public - State of California

[Seal]

Exhibit A

Marks:

WORKFORCELOGIC