

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456246

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centerstone Insurance and Financial Services, Inc.		12/28/2017	Corporation: CALIFORNIA
Centerstone Insurance and Financial Services, Inc. dba Benefitmall		12/28/2017	Corporation: CALIFORNIA
CompuPay, Inc,		12/28/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	86256093	ALLPERSPECTIVES
Serial Number:	85937150	BENEFITMALL
Serial Number:	76521596	BENEFITMALL
Serial Number:	85937068	BENEFITMALL ALL TOGETHER, BETTER.
Serial Number:	85937131	BENEFITMALL
Serial Number:	85233542	BENEFITUNIVERSITY
Serial Number:	85233534	BENEFITMALL BENEFITUNIVERSITY CONTINUING
Serial Number:	77894977	CLIENT READY QUOTE SYSTEM
Serial Number:	85531012	EX EMPLOYER SERVICES EXCHANGE
Serial Number:	85120790	EX EXCHANGE
Serial Number:	85120806	EX HEALTHCARE EXCHANGE
Serial Number:	77790599	HEALTHCARE EXCHANGE
Serial Number:	87304453	PAYFOCUS
Serial Number:	86582083	PEOPLEFOCUS

OP \$740.00 86256093

Property Type	Number	Word Mark
Serial Number:	85145436	AFTER PAYROLL SOLUTIONS
Serial Number:	75576035	COMPUPAY
Serial Number:	78696637	INNOVATION PAYS
Serial Number:	78781864	ONE PAY
Serial Number:	77282202	PAYCOMP
Serial Number:	75892694	PAYLOAD
Serial Number:	74002637	PAYRIGHT
Serial Number:	75037344	PAYROLL ONLINE
Serial Number:	75892693	PAYVIEW
Serial Number:	85145445	PHONE PAY/FAX PAY
Serial Number:	75558704	POWER PAYROLL
Serial Number:	75892692	POWER125
Serial Number:	75892691	POWER401K
Serial Number:	75892690	WEBLOAD
Serial Number:	78560837	XPRESSPAYROLL

CORRESPONDENCE DATA

Fax Number: 8009144240

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/Ted Mulligan/
DATE SIGNED:	12/29/2017

Total Attachments: 12

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Centerstone Insurance and Financial Services, Inc.
12404 Park Central Drive
Dallas, TX 75251
Corporation - California, USA

2. Centerstone Insurance and Financial Services, Inc.
dba Benefitmall
12404 Park Central Drive
Dallas, TX 75251
Corporation - California, USA

3. CompuPay, Inc.
12404 Park Central Drive
Dallas, TX 75251
Corporation - Florida, USA

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Credit Suisse AG, Cayman Islands Branch,
Name: as Collateral Agent

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA Zip: 10010

Individual(s) Citizenship _____

Association Citizenship _____

Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship USA

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)

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 28, 2017

Assignment Merger

Security Agreement Change of Name

Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
See attached Schedule B

B. Trademark Registration No.(s) _____
See attached Schedule B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Doris Ka

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3569

Docket Number: 25630.1119

Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:  December 28, 2017

Signature Date

Doris Ka, Legal Assistant
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated December 28, 2017, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BMC MERGER SUB, INC., a Delaware corporation (“Merger Sub”), which entity will be merged with and into BMC ACQUISITION, INC., a Delaware corporation, (the “Company” and, upon and at any time after the consummation of the Merger (as defined in the Credit Agreement), the “Borrower”), BMC MIDCO, INC., a Delaware corporation (“Holdings”), have entered into the Credit Agreement dated as of December 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders and financial institutions from time to time party thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and an L/C Issuer (the “Collateral Agent”). Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the making of L/C Credit Extensions by L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the

extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the “Copyright Collateral”);

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the

event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

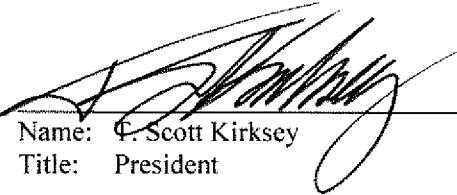
(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND,

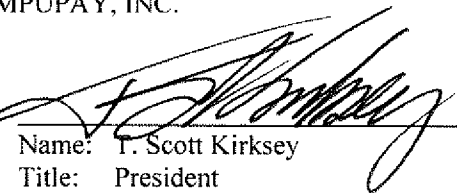
ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

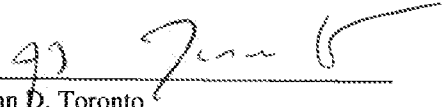
CENTERSTONE INSURANCE AND FINANCIAL SERVICES

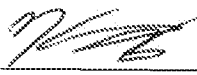
By: 
Name: T. Scott Kirksey
Title: President

COMPUPAY, INC.

By: 
Name: T. Scott Kirksey
Title: President

**CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH**
as Collateral Agent

By: 
Name: John D. Toronto
Title: Authorized Signatory

By: 
Name: Komal Shah
Title: Authorized Signatory

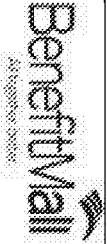
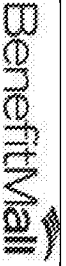
Schedule A

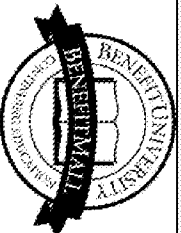

U.S. Patents and Applications:

None.

Schedule B

U.S. Trademarks and Applications:

No.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registrant/Last Listed Owner	Status
1.	ALLPERSPECTIVES	86256093	4/18/2014	4,757,328	06/16/2015	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
2.	BENEFITMALL	85937150	05/20/2013	4484072	02/18/2014	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered
3.	BENEFITMALL	76521596	06/09/2003	2859691	07/06/2004	Centerstone Insurance and Financial Services, Inc.	Registered.
4.		85937068	05/20/2013	4,732,115	05/05/2015	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
5.		85937131	05/20/2013	4,732,116	05/05/2015	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
6.	BENEFITUNIVERSITY	85233542	02/03/2011	4019127	08/30/2011	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.

No.	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Registrant/Last Listed Owner	Status
7.		85233534	02/03/2011	4019126	08/30/2011	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered; in grace period before cancellation.
8.	CLIENT READY QUOTE SYSTEM	77894977	12/16/2009	3921772	02/22/2011	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
9.		85531012	02/01/2012	4340853	05/28/2013	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
10.		85120790	09/01/2010	3957322	05/10/2011	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
11.		85120806	09/01/2010	3957323	05/10/2011	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
12.	HEALTHCARE EXCHANGE	77790599	07/27/2009	3808704	06/22/2010	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registered.
13.	PAYFOCUS	87304453	01/17/2017	N/A	N/A	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Pending
14.	PEOPLEFOCUS	86582083	03/31/2015	N/A	N/A	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Pending ITU.
15.	AFTER PAYROLL SOLUTIONS	85145436	10/05/2010	3970269	05/31/2011	ComputPay, Inc.	Registered
16.	COMPUPAY	75576035	10/23/1998	2298118	12/07/1999	ComputPay, Inc.	Registered.
17.	INNOVATION PAYS	78696637	08/19/2005	3299265	09/25/2007	ComputPay, Inc.	Registered.
18.	ONE PAY	78781864	12/28/2005	3196338	01/09/2007	ComputPay, Inc.	Registered.
19.	PAYCOMP	77282202	09/18/2007	3651893	07/07/2009	ComputPay, Inc.	Registered.
20.	PAYLOAD	75892694	01/07/2000	2463562	06/26/2001	ComputPay, Inc.	Registered.
21.	PAYRIGHT	74002637	11/16/1989	1643163	04/30/1991	ComputPay, Inc.	Registered.
22.	PAYROLL ONLINE	75037344	12/26/1995	2048448	03/25/1997	ComputPay, Inc.	Registered.
23.	PAYVIEW	75892693	01/07/2000	2415824	12/26/2000	ComputPay, Inc.	Registered.
24.	PHONE PAY/FAX PAY	85145445	10/05/2012	3970270	05/31/2011	ComputPay, Inc.	Registered.
25.	POWER PAYROLL	75558704	09/23/1998	2444848	04/17/2001	ComputPay, Inc.	Registered.
26.	POWER125	75892692	01/07/2000	2663803	12/17/2002	ComputPay, Inc.	Registered.
27.	POWER401K	75892691	01/07/2000	2447702	05/01/2001	ComputPay, Inc.	Registered.
28.	WEBLOAD	75892690	01/07/2000	2469227	07/17/2001	ComputPay, Inc.	Registered
29.	XPRESSPAYROLL	78560837	04/04/2005	3135110	08/29/2006	ComputPay, Inc.	Registered.

Schedule C

U.S. Copyrights and Applications:

No.	Title	Reg. No.	Created	Published	Registered	Description	Claimant/Assignee
1.	BenefitMall Administration System	TXu001597346	2007	N/A	11/27/2007	Print material (computer program)	Centerstone Insurance and Financial Services, d.b.a. Benefitmall
2.	Client Ready Quote System	TXu001597348	2007	N/A	11/27/2007	Print material (computer program)	Centerstone Insurance and Financial Services, d.b.a. Benefitmall
3.	Outward Facing Enrollment	TXu001597350	2007	N/A	11/27/2007	Print material (computer program)	Centerstone Insurance and Financial Services, d.b.a. Benefitmall
4.	VISUALGA	TX00005131918	1992	12/31/1999	01/19/2000	Printout of computer codes (computer program)	Centerstone Insurance and Finance Services, Inc. d.b.a. Benefitmall.com
5.	Computax v7fs.	TXu001353982	2007	N/A	02/20/2007	Text	ComputPay, Inc.
6.	DSI Payroll 2006	TXu001352926	2007	N/A	02/20/2007	Computer File	ComputPay, Inc.
7.	PAMv.2650.	TXu001322485	2006	N/A	02/20/2007	Computer File	ComputPay, Inc.
8.	PayLoad v.5.1.	TXu001322484	2005	N/A	02/20/2007	Computer File	ComputPay, Inc.
9.	PayMaxx production (HP Cobol payroll) v.2006.	TXu001322483	2006	N/A	02/20/2007	Computer File	ComputPay, Inc.
10.	PayRight v.5.1.	TXu001322482	2006	N/A	02/20/2007	Computer File	ComputPay, Inc.
11.	Phoenix XP v.1.0.	TXu001353981	2007	N/A	02/20/2007	Text	ComputPay, Inc.
12.	PowerPayroll v.5.8.	TXu001353983.	2006	N/A	02/20/2007	Text	ComputPay, Inc.

No.	Title	Reg. No.	Created	Published	Registered	Description	Claimant/Assignee
13.	Selma interface to Millennium v.1.2.	TXu001322479	2007	N/A	02/20/2007	Computer File	ComputPay, Inc.
14.	TaxxPro v.3.1.	TXu001322480.	2006	N/A	02/20/2007	Computer File	ComputPay, Inc.
15.	XpressPayroll v.1.3.	TXu001322481.	2006	N/A	02/20/2007	Computer File	ComputPay, Inc.

TRADEMARK

REEL: 006238 FRAME: 0808