

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT3600536

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ADP BENEFIT SERVICES KY, INC.	07/01/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ADP, LLC	
<b>Street Address:</b>	1 ADP BLVD.	
<b>City:</b>	ROSELAND	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07068	
<b>PROPERTY NUMBERS Total: 14</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	12579966	
Application Number:	13595801	
Application Number:	13595831	
Application Number:	12579985	
Application Number:	14290466	
Application Number:	14300131	
Application Number:	14300141	
Application Number:	14300188	
Application Number:	14300195	
Application Number:	14300200	
Application Number:	14300202	
Application Number:	14300254	
Application Number:	14300205	
Application Number:	14300208	
<b>CORRESPONDENCE DATA</b>		
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<b>Correspondent Name:</b>	GTC LAW GROUP LLP & AFFILIATES
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<b>ATTORNEY DOCKET NUMBER:</b>	ADPI-GENERAL (CONF ASS)
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<b>NAME OF SUBMITTER:</b>	DAVID W. OKEY
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<b>SIGNATURE:</b>	/David W. Okey/
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<b>DATE SIGNED:</b>	11/04/2015
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**Total Attachments: 5**

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## CONFIRMATORY PATENT ASSIGNMENT

This CONFIRMATORY PATENT ASSIGNMENT ("Patent Assignment"), effective as of July 1, 2014 is entered into by and between ADP Benefit Services KY, Inc., a Kentucky corporation, the surviving corporation into which ADP Workscape, Inc. was merged effective July 1, 2014, located at 11405 Bluegrass Parkway, Louisville, KY 40299 ("Assignor") and ADP, LLC ("Assignee"), a Delaware limited liability company, located at 1 ADP Blvd., Roseland, New Jersey 07068.

WHEREAS, Assignor has previously conveyed, transferred and assigned to Assignee the Assigned Patents (as hereinafter defined) of Assignor, and has agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Assignee agreed to have conveyed, transferred and assigned to Assignee the Assigned Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor has irrevocably conveyed, transferred and assigned, and hereby does irrevocably convey, transfer and assign, to Assignee, and Assignee has accepted, and hereby accepts, all right, title and interest in and to the following (the "Assigned Patents"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, substitutions, extensions, reexaminations and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default,

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. The parties hereto hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

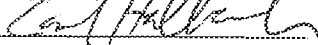
3. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

4. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed as of the date first written above.

ADP Benefit Services KY, Inc.

("Assignor")

By: 

Name: Karl Halbach

Title: Chairman, President and  
Secretary

ADP, Inc. ("Assignee")

By: 

Name: Michael Bonarti

Title: President

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

Attorney Docket No.	Title	Serial No.	Filing Date	Status
ADPI-0001-U01	PERFORMANCE DRIVEN COMPENSATION FOR ENTERPRISE-LEVEL HUMAN CAPITAL MANAGEMENT	12/579,966	10/15/2009	Issued
ADPI-0001- U01-C01	PERFORMANCE DRIVEN COMPENSATION FOR ENTERPRISE-LEVEL HUMAN CAPITAL MANAGEMENT	13/595,801	8/27/2012	Issued
ADPI-0001- U01-C02	PERFORMANCE DRIVEN COMPENSATION FOR ENTERPRISE-LEVEL HUMAN CAPITAL MANAGEMENT	13/595,831	8/27/2012	Pending
ADPI-0002-U01	BENEFITS MANAGEMENT FOR ENTERPRISE-LEVEL HUMAN CAPITAL MANAGEMENT	12/579,985	10/15/2009	Pending
ADPI-0002-U02	MULTI-STATE MAINTENANCE OF EMPLOYEE BENEFITS DATA IN A BENEFITS ADMINISTRATION DOMAIN MODEL	14/290,466	5/29/2014	Pending
ADPI-0002-U03	USER INITIATED PENDING STATE AUTHORIZATION IN A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,131	6/9/2014	Pending

Attorney Docket No.	Title	Serial No.	Filing Date	Status
ADPI-0002-U04	BENEFITS ADMINISTRATION DOMAIN MODEL AND USER INTERFACE BASED ON PERSISTENCE LAYERING	14/300,141	6/9/2014	Pending
ADPI-0002-U05	OPERATION OF A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,188	6/9/2014	Pending
ADPI-0002-U06	QUERYING AN EFFECTIVE DATED BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,195	6/9/2014	Pending
ADPI-0002-U07	UPDATING AN EFFECTIVE DATED BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,200	6/9/2014	Pending
ADPI-0002-U08	SYSTEM INITIATED PENDING STATE AUTHORIZATION IN A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,202	6/9/2014	Pending
ADPI-0002-U09	BENEFITS SELECTION IN A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,254	6/10/2014	Pending
ADPI-0002-U10	REPAIRING EMPLOYEE BENEFITS DATA IN A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,205	6/9/2014	Pending
ADPI-0002-U11	INTERFACING WITH A BENEFITS ADMINISTRATION DOMAIN MODEL	14/300,208	6/9/2014	Pending