

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ceridian Corporation		08/27/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77437486	C CERIDIAN	
Serial Number:	77438632	CERIDIAN	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	516-510-8046		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0524		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		

CH \$65.00 77437486

Date:

09/26/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August ~~27~~, 2008 (this "Agreement"), is by and among CERIDIAN CORPORATION, a Delaware corporation ("Grantor"), and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the U.S. Guarantee and Collateral Agreement dated as of November 9, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among Foundation Merger Sub, Inc., a Delaware corporation, merged with and into Grantor, the subsidiaries of the US Borrower party thereto and the Collateral Agent. The Lenders have extended credit to US Borrower, Ceridian Canada Holdings ULC, a Nova Scotia unlimited liability company and Ceridian Canada Ltd., a Canadian corporation (the "Borrowers") subject to the terms and conditions set forth in the Credit Agreement dated as of November 9, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.01(b) and Section 3.02(b) of the Guarantee and Collateral Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Guarantee and Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor and wherever located or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks;

(d) the right to sue third parties for past, present and future infringements of any Trademark; and

g h e h r i f O 3. S u i t y g a n m n . e a n r h s t e t h f r g n g l a l
A e n t C l l e T a r N r a t e u r u i t h e a n r o t e a n d t y h i n r f s e s e i t y n r s n t r h e b y
t c k n o a t e a A g e n t d n f u t t e r c , r t e a n d t y h i n r f s e s e i t y n r s n t r h e b y
a t t o w r e s d a d l a a r e h e G a a n m e e s f l t e a A g r i e n G r a n o t r e t
t o e h e s d e m a n o f f l a a r e h e r e s l a n d r e d . f t L i n A g r i e n G r a n o t r e t
h e r m a n d p v . s i s o f h a r e h e r e y n c r p a d G r e y e e f e d C l s i u l g r e m t
t e t I n e r o o f w h c h t e t e r m s f t . s A g r e m e n t a e f f l e f o
h e r e i n n e r o o f w h c h t e t e r m s f t . s A g r e m e n t a e f f l e f o
o r a l e v e n t a n y c o s f l t b e t w e e n h a n C o . t a g r e m e n t a e G u a r a n t e e a n d
C l l a t e A g r e e m e n t , t h e t e r m o f t h e G r a n t e e a n d C o l l a e r l A g r e e m e n t s h a l l g o v e r n .

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CERIDIAN CORPORATION

By: Michael W. Sheridan
Name: Michael W. Sheridan
Title: Executive Vice President, General Counsel
and Secretary

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: *Austin Lindsey*
Name: Scottie Lindsey
Title: Director

By: *Paul O'Leary*
Name: Paul O'Leary
Title: Vice President

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CERIDIAN CORPORATION)

Schedule I

TRADEMARK APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
Ceridian Corporation	Ceridian (Design)	77437486	4-2-08
Ceridian Corporation	Ceridian	77438632	4-3-08