

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comdata Network, Inc.		11/09/2007	CORPORATION: MARYLAND

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Deutsche Bank AG New York Branch
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	Collateral Agent:

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	1760187	COMDATA
Registration Number:	1470913	F.A.S.T.
Registration Number:	1470969	
Registration Number:	1470914	
Registration Number:	1000368	T TRANSCEIVER
Registration Number:	1820482	SMARTFUEL
Registration Number:	0992740	COMCHEK
Registration Number:	2381032	COMSITE
Registration Number:	1103201	EXPRESS COMCHEK
Registration Number:	2983600	BUSINESSLINK
Registration Number:	2843431	GOCOMCHEK.COM
Registration Number:	2929328	COMDATA
Registration Number:	2964371	COMDATA
Registration Number:	2977155	COMDATA

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Registration Number:	2887267	COMDATA
Registration Number:	3004711	COMDATA
Registration Number:	3327812	COMDATA
Registration Number:	3332626	
Serial Number:	78897188	COMDATA PAYMENT INNOVATION

**CORRESPONDENCE DATA**

Fax Number: (212)354-8113

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-819-8200

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/
Date:	10/02/2008

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 9, 2007 (this "Agreement"), among COMDATA NETWORK, INC. ("Grantor") and DEUTSCHE BANK AG NEW YORK BRANCH, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the US 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, to be merged with and into Ceridian Corporation, a Delaware corporation, 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, each 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 such Grantor and wherever located or in which such 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 and II (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

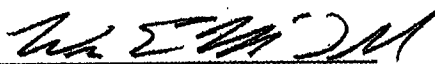
E. all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

[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.

COMDATA NETWORK, INC.

By:   
Name: William E. McDonald  
Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT  
OF COMDATA NETWORK, INC.]

TRADEMARK  
REEL: 003863 FRAME: 0696

DEUTSCHE BANK AG NEW YORK  
BRANCH,  
as Collateral Agent.

By: *Sally Lindsey* ---  
Name: Sally Lindsey ---  
Title: Director ---

By: *Susan LeFevre* ---  
Name: Susan LeFevre ---  
Title: Director ---

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT  
OCOMDATA NETWORK, INC.)

*Schedule I*

Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Comdata & Design	3/23/93	1760187
F.A.S.T.	12/29/87	1470913
Phone Design/Miscellaneous	12/29/87	1470969
Truck Design/Miscellaneous	12/29/87	1470914
T Transceiver and Design	12/24/74	1000368
SmartFuel	02/08/94	1820482
COMCHEK	09/03/74	0992740
COMSITE	08/29/00	2381032
Express Comchek	09/26/78	1103201
BusinessLink Stylized	08/09/05	2983600
gocomchek.com	05/18/04	2843431
COMDATA	03/01/05	2929328
COMDATA	06/28/05	2964371
COMDATA	07/26/05	2977155
COMDATA	09/21/04	2887267
COMDATA & Design	10/04/05	3004711
Comdata & Design	10/30/07	3327812
Design	11/6/07	3332626

*Schedule II*

Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
Comdata Payment Innovation & Design	05/31/06	78/897188