

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		11/09/2007	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: 28

Property Type	Number	Word Mark
Registration Number:	3085765	ACCOUNTABILITY
Registration Number:	1868786	CERIDIAN
Registration Number:	2890133	CERIDIAN
Registration Number:	3131234	CERIDIAN BENEFITS CARD
Registration Number:	2848481	CERIDIAN FREE TO BE
Registration Number:	3142875	CERIDIAN FREEDOM
Registration Number:	3133771	CERIDIAN FREEDOM
Registration Number:	2541289	CERIDIAN RESOURCE SCREEN
Registration Number:	2541291	CERIDIAN SOURCE TAX
Registration Number:	1128442	EAR
Registration Number:	1506928	ELDER CONNECTIONS
Registration Number:	1140557	EMPLOYEE ADVISORY RESOURCE
Registration Number:	2530280	EXIT INTERVIEW
Registration Number:	2849232	FREE TO BE

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Registration Number:	3319970	GENERATIONAL COMPETENCE
Registration Number:	2133234	HR/COMPLY
Registration Number:	3156278	LIFEBALANCE
Registration Number:	1900828	LIFEWORCS
Registration Number:	2956401	LIFEWORCS ONESOURCE
Registration Number:	1488246	ORCHESTRATOR
Registration Number:	1817518	PAYROLL 2000
Registration Number:	2535654	POWERPAY
Registration Number:	1676974	SIGNATURE
Registration Number:	2559898	SOURCE TAX
Registration Number:	2767159	SOURCE TAX ONLINE
Registration Number:	2732902	SOURCEWEB
Registration Number:	1613667	TAXSEND
Registration Number:	1652553	TAXTEL

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 CERIDIAN CORPORATION ("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

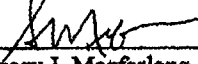
E. all proceeds of and rights associated with the foregoing.

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.

CERIDIAN CORPORATION,

By: 
Name: Gregory J. Macfarlane
Title: Chief Financial Officer
Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent,

By: *Scotty Lindsey* _____
Name: Scotty 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

Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Accountability	04/25/06	3085765
Ceridian	12/20/94	1868786
Ceridian	09/28/04	2890133
Ceridian Benefits Card	08/15/06	3131234
Ceridian Free to Be (Design)	06/01/04	2848481
Ceridian Freedom	09/12/06	3142875
Ceridian Freedom (Design)	08/22/06	3133771
Ceridian Resource Screen	02/19/02	2541289
Ceridian Source Tax	02/19/02	2541291
Ear	12/25/79	1128442
Elder Connections	10/04/88	1506928
Employee Advisory Resource	10/14/80	1140557
Exit Interview	01/15/02	2530280
Free to Be	06/01/04	2849232
Generational Competence	10/23/07	3319970
HR/Comply	01/27/98	2133234
Lifebalance	10/17/06	3156278
Lifeworks	06/20/95	1900828
Lifeworks Onesource	05/31/05	2956401
Orchestrator	05/17/88	1488246
Payroll 2000	01/18/94	1817518
Powerpay	02/05/02	2535654
Signature	02/25/92	1676974
Source Tax	04/09/02	2559898
Source Tax Online	09/23/03	2767159
Sourceweb	07/01/03	2732902
Taxsend	09/18/90	1613667
Taxtel	07/30/91	1652553

Schedule II

Trademark Applications

[None]