

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 Retirement Plan Services, Inc.		11/09/2007	CORPORATION: CALIFORNIA
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2589086	POWER (K)	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$40.00 2589086

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 RETIREMENT PLAN SERVICES, 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.

CERIDIAN RETIREMENT PLAN
SERVICES, INC.

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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CERIDIAN RETIREMENT PLAN SERVICES, INC.]

TRADEMARK
REEL: 003863 FRAME: 0732

DEUTSCHE BANK AG NEW YORK
BRANCH,
as Collateral Agent.

By: *Schlye Lindsey*
Name: Schlye Lindsey
Title: Director

By: *Erin Morrissey*
Name: Erin Morrissey
Title: Vice President

(SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT
OF CERIDIAN RETIREMENT PLAN SERVICES, INC.)

Schedule I

Trademarks

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Power (K)	07/02/02	2589086

Schedule II

Trademark Applications

[None]