

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ceridian Corporation		08/09/2012	CORPORATION: DELAWARE
Ceridian Stored Value Solutions, Inc.		08/09/2012	CORPORATION: DELAWARE
Comdata Network, Inc.		08/09/2012	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	Bank: GERMANY

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	3858140	SMARTCONVENIENCE
Registration Number:	3848866	SMARTCONVENIENCE
Registration Number:	3858141	SMARTDESQ
Registration Number:	3854835	SMARTDESQ
Registration Number:	3874694	SMARTSTATION
Registration Number:	3932042	SMARTLOCK
Registration Number:	3971977	SMARTAUTHORIZE
Registration Number:	4059646	SMARTAUTHORIZE
Registration Number:	3615714	SVS
Registration Number:	3615967	SVS
Registration Number:	3926827	PULSE OF COMMERCE INDEX
Registration Number:	3926881	PCI

OP \$665.00 3858140

Registration Number:	2521601	COMCHEK ECASH
Registration Number:	2490355	COMDATA
Serial Number:	77798250	SPEND IT.
Serial Number:	77798247	GIFT IT.
Serial Number:	77798249	GIVE IT.
Serial Number:	77798251	GIVE IT. SPEND IT. ANYWHERE.
Serial Number:	77798252	GIFT IT. SPEND IT. ANYWHERE.
Serial Number:	77767099	CERIDIAN INVIEW
Serial Number:	77923255	KNOW. HOW.
Serial Number:	85269254	INVIEW
Serial Number:	85405464	INSIGHTS
Serial Number:	85357140	LIFEBALANCE
Serial Number:	85668243	TRUSTED RESULTS. TRANSFORMATIVE TECHNOLOGY.
Serial Number:	85657888	TRUSTED SERVICE. TRANSFORMATIVE TECHNOLOGY.

CORRESPONDENCE DATA

Fax Number: 2123548113
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212 819-8200
Email: iprecordations@whitecase.com
Correspondent Name: Matthew Champion/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent & Trademark Dept.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1104031-0524 CERIDIAN
NAME OF SUBMITTER:	Matthew Champion
Signature:	/Matthew Champion/
Date:	08/09/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 9, 2012 (this “Agreement”), is entered into by and among CERIDIAN CORPORATION, CERIDIAN STORED VALUE SOLUTIONS, INC. and COMDATA NETWORK, INC. (“Grantors”), 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 Ceridian Corporation, the subsidiaries of the US Borrower party thereto and the Collateral Agent. The Lenders have extended credit to the 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), Section 3.02(b) and Section 3.06(e) of the Guarantee and Collateral Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 (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) all rights to sue third parties for past, present and future infringements of any Trademark or unfair competition regarding the same; and

(e) all proceeds of and rights associated with the foregoing.

SECTION 3. *Security Agreement.* The security interests granted to the 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 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. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

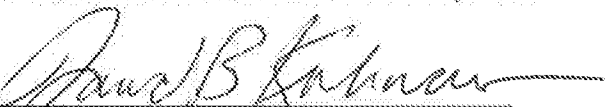
[Remainder of this page intentionally left blank]

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

CERIDIAN CORPORATION

By: 
Name: David B. Kuhnau
Title: Senior Vice President & Treasurer

CERIDIAN STORED VALUE SOLUTIONS, INC.

By: 
Name: David B. Kuhnau
Title: Senior Vice President & Treasurer

COMDATA NETWORK, INC.

By: _____
Name: Lisa E. Peerman
Title: Senior Vice President, General Counsel
& Secretary

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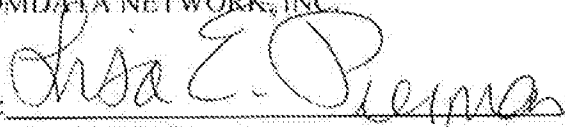
CERIDIAN CORPORATION

By: _____
Name: David B. Kuhrau
Title: Senior Vice President & Treasurer

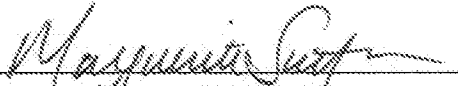
CERIDIAN STORED VALUE SOLUTIONS, INC.


By: _____
Name: David B. Kuhrau
Title: Senior Vice President & Treasurer

COMDATA NETWORK, INC.

By:  _____
Name: Lisa E. Peerman
Title: Senior Vice President, General Counsel
& Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent,

By: 
Name: Marguerite Sulton
Title: Director

By: 
Name: Erin Moriarty
Title: Director

Schedule I
TRADEMARKS

<u>Mark</u>	<u>Reg. No. / Ser. No.</u>	<u>Reg. Date / Filing Date</u>
SMARTCONVENIENCE	3858140	10/5/2010
SMARTCONVENIENCE	3848866	9/14/2010
SMARTDESQ	3858141	10/5/2010
SMARTDESQ	3854835	9/28/2010
SMARTSTATION	3874694	11/9/2010
SMARTLOCK	3932042	3/15/2011
SMARTAUTHORIZE	3971977	5/31/2011
SMARTAUTHORIZE	4059646	11/22/2011
SVS	3615714	5/5/2009
SVS	3615967	5/5/2009
SPEND IT.	77798250	8/6/2009
GIFT IT.	77798247	8/6/2009
GIVE IT.	77798249	8/6/2009
GIVE IT. SPEND IT. ANYWHERE.	77798251	8/6/2009
GIFT IT. SPEND IT. ANYWHERE.	77798252	8/6/2009
PULSE OF COMMERCE INDEX	3926827	3/1/2011
PCI	3926881	3/1/2011
CERIDIAN INVIEW	77767099	6/24/2009
KNOW. HOW.	77923255	1/29/2010
INVIEW	85269254	3/17/2011
INSIGHTS	85405464	8/24/2011
LIFEBALANCE	85357140	6/27/2011
TRUSTED RESULTS. TRANSFORMATIVE TECHNOLOGY.	85668243	7/3/2012

TRUSTED SERVICE. TRANSFORMATIVE TECHNOLOGY.	85657888	6/21/2012
COMCHEK ECASH	2521601	12/25/2001
COMDATA	2490355	9/18/2001