

8/26/03

08-28-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102538454

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BenefitPoint Holding Corp.

- Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State Delaware
Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
[X] Other Grant of Security Interest

Execution Date: August 13, 2003

2. Name and address of receiving party(ies)

Name: HarbourVest Partners VI-Direct Fund L.P.

Internal Address: c/o HarbourVest Partners, LLC

Street Address: One Financial Center, 44th Floor

City: Boston State: MA Zip: 02111

- Individual(s) citizenship
Association
General Partnership
[X] Limited Partnership Delaware
Corporation-State
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2003 AUG 26 PM 3:50
FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/207,917; 76/175,455

B. Trademark Registration No.(s) 2,471,952; 2,531,464; 2,509,516

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Dagmar Schwartz

Internal Address: Debevoise & Plimpton

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 140

- [X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Dagmar Schwartz

Name of Person Signing
LMUELLER 00000043 78207917

Dagmar Schwartz
Signature

8/25/03

Date

Total number of pages including cover sheet, attachments, and document: 9

01 FC:8521
02 FC:8522

40.00/MAR documents to be recorded with required cover sheet information to:
100.00/OP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002810 FRAME: 0240

Attachment to Recordation Form Cover Sheet for Trademarks.

2. Additional names and addresses of receiving party(ies):

Second Party:

Sequoia Capital VIII
c/o Sequoia Capital
3000 Sand Hill Road
Bldg. 4, Suite 280
Menlo Park, CA 94025

Limited Partnership - Delaware

Third Party:

Institutional Venture Partners VIII, L.P.
3000 Sand Hill Road
Bldg. 2, Suite 290
Menlo Park, CA 94025

Limited Partnership - California

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated as of August 13, 2003, is made by BenefitPoint Holding Corp., a Delaware corporation (the "Grantor"), in favor of each of HarbourVest Partners VI-Direct Fund, L.P., Sequoia Capital VIII and Institutional Venture Partners VIII, L.P. (collectively, the "Secured Parties") in connection with the Senior Secured Convertible Note Purchase Agreement, dated as of August 4, 2003 (the "Purchase Agreement"), among the Grantor and the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Purchase Agreement, the Secured Parties have agreed to purchase Senior Secured Convertible Notes due November 4, 2003 of the Grantor in the aggregate principal amount of \$1,000,000 (the "Notes");

WHEREAS, in connection with the Agreement, the Grantor executed and delivered a Security Agreement, dated as of August 4, 2003, in favor of the Secured Parties (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Secured Parties a security interest in its Intellectual Property (as defined therein), including all trademarks of the Grantor (the "Trademarks"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to purchase the Notes under the Purchase Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Purchase Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. This Agreement evidences and confirms the grant by the Grantor of a security interest in its Trademarks (including, without limitation, those items listed on Schedule A hereto) and all Proceeds and products thereof, to the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Security Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all

rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor further acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patents granted hereby are more fully set forth in the Purchase Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BENEFITPOINT HOLDING CORP.

By: John Randazzo
Name: John RANDAZZO
Title: CEO

HARBOURVEST PARTNERS VI-DIRECT
FUND, L.P., as agent for the Secured Parties

By: HarbourVest VI-Direct Associates LLC,
Its General Partner

By: HarbourVest Partners, LLC,
Its Managing Member

By: _____
Name:
Title:

"Express Mail" mailing label No. EL753117985US

Date of Deposit August 25, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BENEFITPOINT HOLDING CORP.

By: _____

Name:

Title:

HARBOURVEST PARTNERS VI-DIRECT
FUND, L.P., as agent for the Secured Parties

By: HarbourVest VI-Direct Associates LLC,
Its General Partner

By: HarbourVest Partners, LLC,
Its Managing Member

By:  _____

Name: OFER Nemirovskiy

Title: Managing Director

"Express Mail" mailing label No. EL 753117985US

Date of Deposit August 25, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

Beth Akers

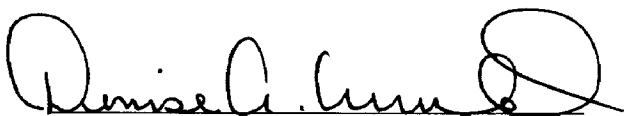
(Typed or printed name of person mailing paper or fee)

Beth Akers

(Signature of person mailing paper or fee)

STATE OF Massachusetts)
) ss
COUNTY OF Suffolk)

On the 7th day of August, 2003, before me personally came Ofer Nemirovsky, who is personally known to me to be the Managing Director of HarbourVest Partners, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Managing Director in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the partners of such company; and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public
Denise A. Arnold
My Commission expires: August 23, 2007

(PLACE STAMP AND SEAL ABOVE)

"Express Mail" mailing label No. EL 753117985 US
Date of Deposit August 25, 2003

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office, P. O. Box 1450, Alexandria VA 22313-1450.

Beth Akers
(Typed or printed name of person mailing paper or fee)

Beth Akers
(Signature of person mailing paper or fee)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

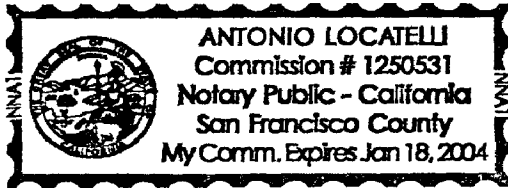
County of SAN FRANCISCO } ss.

On AUGUST 13, 2003 before me, ANTONIO LOCATELLI, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared JOHN F. RANCAZZO
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Antonio Locatelli
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

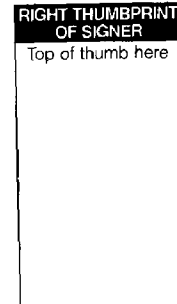
Title or Type of Document: NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS
Document Date: AUGUST 13, 2003 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: BENEFITPOINT HOLDING CORP.

SCHEDULE A

UNITED STATES TRADEMARKS

1. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
BENEFITPOINT WHERE EMPLOYEE BENEFITS PROFESSIONALS CONNECT	78/207,917	1/28/2003
CENTRAL NERVOUS SYSTEM – INSURANCE INDUSTRY	76/175,455	11/30/2000

2. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BENEFITPOINT	2,471,952	7/24/2001
MISCELLANEOUS DESIGN (VALUE CHAIN)	2,531,464	1/22/2002
THE CENTRAL NERVOUS SYSTEM FOR THE EMPLOYEE BENEFITS INDUSTRY	2,509,516	11/20/2001