

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HRAdvance Enterprises, LLC		05/05/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Hewitt Associates, LLC		
Street Address:	100 Half Day Road		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77842641	PLAN-GUARD	
Serial Number:	77839996	PLAN-SMART	
Serial Number:	77914457	PLAN-START	
Serial Number:	77852963	THE STANDARD IN ELIGIBILITY SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, jmikulina@mwe.com, umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Ulrika Mattsson, McDermott Will & Emery		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	058123-034		

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NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	05/06/2010
Total Attachments: 5 source=hewitt associates assignment#page1.tif source=hewitt associates assignment#page2.tif source=hewitt associates assignment#page3.tif source=hewitt associates assignment#page4.tif source=hewitt associates assignment#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment") is effective as of May 5, 2010.

WHEREAS, HRAdvance Enterprises, LLC, a Texas limited liability company, (the "Assignor"), is the owner of the trademarks, registrations, and trademark applications set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, Assignor hereby agrees to transfer all of its rights in and to the Marks to Hewitt Associates LLC, an Illinois limited liability company ("Assignee"), and Assignee hereby agrees to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and between the Assignor, the Common Unitholders of Assignor, and Assignee, dated as of the date hereof ("Asset Purchase Agreement");

WHEREAS, in connection with the Asset Purchase Agreement, Assignor hereby agrees to transfer substantially all of the assets of the business to which the Marks relate, and that the business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, the entire right, title and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made (collectively, "All Marks"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements; and

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks, to record this Trademark Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce All Marks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the above-referenced day and year.

ASSIGNOR:

HRADVANCE ENTERPRISES, LLC

By: 
Name: James C. Firestone
Title: President

ASSIGNEE:

HEWITT ASSOCIATES LLC

By: _____
Name: _____
Title: _____

{SIGNATURE PAGE TO TRADEMARK ASSIGNMENT}

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the above-referenced day and year.

ASSIGNOR:

HRADVANCE ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

HEWITT ASSOCIATES LLC

By: SJ _____
Name: Steven J. Kyono
Title: Senior Vice President

{SIGNATURE PAGE TO TRADEMARK ASSIGNMENT}

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Schedule A

Trademarks

Application No. 77/842,641 for “PLAN-GUARD”; Filing Date 10/06/2009.

Application No. 77/839,996 for “PLAN-SMART”; Filing Date 10/02/2009.

Application No. 77/914,457 for “PLAN-START”; Filing Date 01/19/2010.

Application No. 77/852,963 for “THE STANDARD IN ELIGIBILITY SOLUTIONS”; Filing Date 10/20/2009.