TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignnee previously recorded on Reel 004200 Frame 0065. Assignor(s) hereby confirms the Assignee should be Hewitt Associates LLC (no comma) not Hewitt Associates, LLC.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HRAdvance Enterprises, LLC		105/05/2010 I	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	Hewitt Associates LLC	
Street Address:	00 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

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-372-2000 Phone:

 $chicago_ip_docket@mwe.com, umattsson@mwe.com,\\$ Email:

kwalsh@mwe.com

Correspondent Name: Ulrika Mattsson, McDermott Will & Emery

227 W. Monroe Street Address Line 1:

Address Line 2: Suite 4400

Address Line 4: Chicago, ILLINOIS 60606-5096

TRADEMARK

900162107

REEL: 004205 FRAME: 0477

ATTORNEY DOCKET NUMBER: 058123-034	
NAME OF SUBMITTER: Ulrika E. Mattsson	
Signature: /Ulrika E. Mattsson/	
Date:	05/13/2010
Total Attachments: 6 source=hewitt associates corrective assignment#page1.tif source=hewitt associates corrective assignment#page2.tif source=hewitt associates corrective assignment#page3.tif source=hewitt associates corrective assignment#page4.tif source=hewitt associates corrective assignment#page5.tif source=hewitt associates corrective assignment#page6.tif	

TRADEMARK ASSIGNMENT

Electronic Version v1.1

05/06/2010 900161480

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		105/05/2010 I	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
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(312)984-7700

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Phone:

312-372-2000

Email:

chicago_ip_docket@mwe.com, jmikulina@mwe.com,

umattsson@mwe.com, kwalsh@mwe.com Ulrika Mattsson, McDermott Will & Emery

Correspondent Name:

227 W. Monroe Street

Address Line 1: Address Line 2:

Suite 4400

Address Line 4:

Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:

058123-034

TRADEMARK REEL: 004205 FRAME: 0479

Fax Server

USPTO

5/11/2010 9:14:13 PM PAGE 5/005 Fax Server

TO: ULRIKA MATTSSON, MCDERMOTT WILL & EMERY COMPANY: 227 W. MONROE STREET

NAME OF SUBMITTER:	Ulrika E. Mattsson	
Signature:	/Ulrika E. Mattsson/	
Date:	05/06/2010	
Total Attachments: 5		
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "<u>Trademark Assignment</u>") 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 coveys 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 "<u>Director</u>"), 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.

CH199 5236813-2.058123.0034

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.

* *

CHI99 5236813-2.058123.0034

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: Land	
Name James C Firestone	
Title: President	
ASSIGNEE:	
HEWITT ASSOCIATES LLC	
By:	
Name:	

[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

Ву:	
Name:	
Title:	

ASSIGNEE:

HEWITT ASSOCIATES LLC

By: Steven J. Kyono
Title: Senior Vice President

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

RECORDED: 05/13/2010