

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
US RETIREMENT PARTNERS, INC.		01/06/2011	CORPORATION: DELAWARE
DIRECTING EXTRA BENEFITS FOR TEACHERS, INC.		01/06/2011	CORPORATION: TEXAS
USB HEALTH, LLC		01/06/2011	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	FIFTH STREET FINANCE CORP., AS AGENT
Street Address:	10 Bank Street
Internal Address:	12th Floor
City:	White Plains
State/Country:	NEW YORK
Postal Code:	10606
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85126679	I INROLL
Serial Number:	85145068	U.S. EMPLOYEE SERVICES PARTNERS
Registration Number:	3871518	SAVE GROW PROTECT LIVE FINANCIAL PLANNING FOR YOUR RETIREMENT
Registration Number:	3638966	US RETIREMENT PARTNERS
Registration Number:	3558363	U.S. RETIREMENT PARTNERS
Registration Number:	3822548	A ADVANCED FINANCIAL SYSTEMS
Registration Number:	2473302	UNITED SPECIALTY BENEFITS, INC.

CORRESPONDENCE DATA

900180630

**TRADEMARK
 REEL: 004448 FRAME: 0023**

CH \$190.00 85126679

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	28514/030
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	01/06/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of January, 2011, by and among US RETIREMENT PARTNERS, INC., a Delaware corporation ("USRP"), DIRECTING EXTRA BENEFITS FOR TEACHERS, INC., a Texas corporation ("Extra Benefits"), USB HEALTH, LLC, a Texas limited liability company ("USB Health" and together with USRP and Extra Benefits, each, a "Grantor" and collectively, the "Grantors") and FIFTH STREET FINANCE CORP., a Delaware corporation, as Administrative Agent for the lenders under the Credit Agreement (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of January 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among USRP (the "Borrower"), the lenders party thereto (such lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower, the other Grantors, and certain of the Grantors' affiliates shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Pledge and Security Agreement, dated as of January 6, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lenders, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of each Grantor's Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License; provided that the foregoing shall exclude all property described in Section 2.1(b) of the Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to Agent, the Lenders, or either of them.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Any such Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

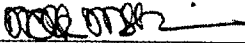
8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

[SIGNATURE PAGE FOLLOWS]

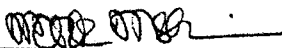
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

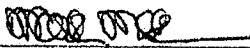
U.S. RETIREMENT PARTNERS, INC.,
a Delaware corporation

By: 
Name: MARK M. SKINNER
Title: President & CEO

DIRECTING EXTRA BENEFITS FOR
TEACHERS, INC.,
a Texas corporation

By: 
Name: MARK M. SKINNER
Title: Vice Chairman & Secretary

USB HEALTH, LLC,
a Texas limited liability company

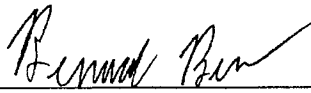
By: 
Name: MARK M. SKINNER
Title: Vice Chairman & Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004448 FRAME: 0028

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: 
Bernard D. Berman, Member

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Retirement Partners, Inc.

Mark	Filed	Serial	Registered	Registration No.
I INROLL (Stylized & Design)	9/10/10	85126679		
U.S. EMPLOYEE SERVICES PARTNERS	10/5/10	85145068		
SAVE GROW PROTECT LIVE FINANCIAL PLANNING FOR YOUR RETIREMENT (Stylized & Design)	12/31/09	77903320	5/25/10	3871518
US RETIREMENT PARTNERS (Stylized & Design)	11/14/08	77614316	6/16/09	3638966
U.S. RETIREMENT PARTNERS	7/17/07	77231835	1/6/09	3558363

Directing Extra Benefits for Teachers, Inc.

Mark	Filed	Serial	Registered	Registration No.
A ADVANCED FINANCIAL SYSTEMS	9/15/08	77570397	7/20/10	3822548

USB Health, LLC

Mark	Filed	Serial	Registered	Registration No.
UNITED SPECIALITY BENEFITS, INC.	3/24/00	76009489	7/31/01	2473302