

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
Evolution Benefits, Inc.		06/29/2011	CORPORATION: DELAWARE
Lighthouse I, LLC		06/29/2011	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3264274	LIGHTHOUSE1	
Registration Number:	3148724	LIGHTHOUSE1	
Registration Number:	3151049	LIGHTHOUSE1 ONDEMAND	
Registration Number:	3151050	IMAGINE IT	
Registration Number:	3017645	NAVIGATOR SUITE	
Registration Number:	3500036	EVOLUTION BENEFITS	
Registration Number:	2854894	BENNY	
Registration Number:	2823002	PAYDIRECT	
Serial Number:	85290205	EVOLUTION1	
Serial Number:	85290289	EVOLUTION1	
Serial Number:	85290345	EVOLUTION1	
CORRESPONDENCE DATA			

OP \$290.00 3264274

Fax Number: (404)572-5135
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3458
Email: slake@kslaw.com
Correspondent Name: Susan Lake, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642-015021
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	07/04/2011

Total Attachments: 8
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 29, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers and other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Evolution Benefits, Inc., a Delaware corporation to be renamed Evolution1, Inc. (the "Borrower"), EB Holdings II Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the L/C Issuers and other Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that "Trademark Collateral" shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. (a) The interest in the Trademark Collateral being assigned hereunder shall not be construed as a current assignment, but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable Requirements of Law.

(b) The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Trademarks Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

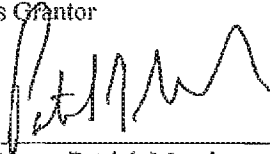
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

EVOLUTION BENEFITS, INC.,
as Grantor

By: 
Name: Patrick Murphy
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant
Secretary

LIGHTHOUSE1, LLC,
as Grantor

By: _____
Name: Jeffrey A. Young
Title: President and Chief Executive
Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004574 FRAME: 0977

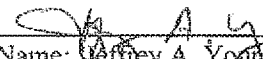
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EVOLUTION BENEFITS, INC.,
as Grantor

By: _____
Name: Patrick Murphy
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant
Secretary

LIGHTHOUSE1, LLC,
as Grantor

By:  _____
Name: Jeffrey A. Young
Title: President and Chief Executive
Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004574 FRAME: 0978

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.

Very truly yours,

EVOLUTION BENEFITS, INC.,
as Grantor


By: _____
Name: Patrick Murphy
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant
Secretary

LIGHTHOUSE1, LLC,
as Grantor

By: _____
Name: Jeffrey A. Young
Title: President and Chief Executive
Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Milen Patel
Title: Its Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


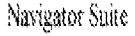



TRADEMARK
REEL: 004574 FRAME: 0979

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
LIGHTHOUSE 1 & Design Image:  The color blue, light blue, white and black are claimed as a feature of the mark	Lighthouse1, LLC	United States	78/464,306 August 9, 2004	3,264,274 July 17, 2007
LIGHTHOUSE1 Image: LIGHTHOUSE1	Lighthouse1, LLC	United States	78/748,583 November 7, 2005	3,148,724 September 26, 2006
LIGHTHOUSE1 ONDEMAND Image: LIGHTHOUSE1 ONDEMAND	Lighthouse1, LLC	United States	78/748,591 November 7, 2005	3,151,049 October 3, 2006

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
IMAGINE IT Image: 	Lighthouse1, LLC	United States	78/748,601 November 7, 2005	3,151,050 October 3, 2006
NAVIGATOR SUITE Image: 	Lighthouse1, LLC	United States	78/464,790 August 10, 2004	3,017,645 November 22, 2005
Evolution Benefits and Design Image: 	Evolution Benefits, Inc.	United States	78/019,803 August 4, 2000	3,500,036 September 9, 2008
Benny and design Image: 	Evolution Benefits, Inc.	United States	78/068,527 June 11, 2001	2,854,894 June 15, 2004
PAYDIRECT	BEMAS Software, Inc.	United States	78/098,910 December 18, 2001	2,823,002 March 16, 2004
EVOLUTION1 Image: 	Evolution Benefits, Inc.	United States	85290205 April 8, 2011	(registration pending)

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
EVOLUTION1 Image: EVOLUTION1	Evolution Benefits, Inc.	United States	85290289 April 8, 2011	(registration pending)
EVOLUTION1 Image: EVOLUTION1	Evolution Benefits, Inc.	United States	85290345 April 8, 2011	(registration pending)

B. IP LICENSES

None.