

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |  |          |   |
|---|--|----------|---|
| SUBMISSION TYPE:  | NEW ASSIGNMENT   |          |   |
| NATURE OF CONVEYANCE:   | Termination and Release of Security Interest in Trademark Rights at Reel 4531 and Frame 0528 |          |   |
| CONVEYING PARTY DATA  |  |          |   |
|   | Name   | Formerly | Execution Date  |
|   | JPMorgan Chase Bank, N.A., as Administrative Agent   |          | 03/01/2012  |
|   |  |          | Entity Type<br>national banking<br>association: UNITED STATES |
| RECEIVING PARTY DATA  |  |          |   |
| Name:   | BenefitsXML, Inc.  |          |   |
| Street Address:   | 200 Glastonbury Boulevard, Suite 300   |          |   |
| City:   | Glastonbury  |          |   |
| State/Country:  | CONNECTICUT  |          |   |
| Postal Code:  | 06033  |          |   |
| Entity Type:  | CORPORATION: DELAWARE  |          |   |
| PROPERTY NUMBERS Total: 2   |  |          |   |
|   | Property Type  | Number   | Word Mark   |
|   | Registration Number:   | 3217619  | BENEFIX   |
|   | Registration Number:   | 3211299  | BRIXML  |
| CORRESPONDENCE DATA   |  |          |   |
| Fax Number:   | (617)526-5000  |          |   |
| Phone:  | 617-526-6448   |          |   |
| Email:  | janey.davidson@wilmerhale.com  |          |   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |          |   |
| Correspondent Name:   | Michael J. Bevilacqua, Esquire   |          |   |
| Address Line 1:   | Wilmer Cutler Pickering Hale and DorrLLP   |          |   |
| Address Line 2:   | 60 State Street  |          |   |
| Address Line 4:   | Boston, MASSACHUSETTS 02109  |          |   |
| ATTORNEY DOCKET NUMBER:   | 105062136  |          |   |
| NAME OF SUBMITTER:  | Michael J. Bevilacqua  |          |   |

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|  |                         |
|--|-------------------------|
| Signature:   | /michael j. bevilacqua/ |
| Date:  | 03/01/2012              |
| Total Attachments: 4<br>source=BenefitsXML JPMorgan Chase release TMS#page1.tif<br>source=BenefitsXML JPMorgan Chase release TMS#page2.tif<br>source=BenefitsXML JPMorgan Chase release TMS#page3.tif<br>source=BenefitsXML JPMorgan Chase release TMS#page4.tif |                         |

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of March 1, 2012 from JPMorgan Chase Bank, N.A., a national association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to BenefitsXML, Inc. a Delaware corporation with its principal place of business located at 200 Glastonbury Blvd. Suite 300, Glastonbury, CT 06033 (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of November 23, 2005, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), and pursuant to that certain Grant of Security Interest in Trademark Rights dated April 14, 2011, among the Agent and Obligor (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Grantors, including Obligor, to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated April 14, 2011, among the Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on April 29, 2011, at Reel 004531 and Frame 0528; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement and the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademark (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably

[Signature Page to Trademark Release --BenefitsXML, Inc.]

necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent

BY:   
Name: John G. Kowalczyk  
Title: Executive Director

Schedule A

| <b><u>Trademark</u></b> | <b><u>Registration or Serial Number</u></b> |
|-------------------------|---|
| BenefiX                 | 3,217,619                                   |
| BriXML                  | 3,211,299                                   |

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