

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franey Muha Alliant Insurance Services, Inc.		12/20/2012	CORPORATION: MARYLAND
Alliant Insurance Services, Inc.		12/20/2012	CORPORATION: DELAWARE
Affinity Insurance Services, LLC		12/20/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
Alliant Services Houston, Inc.		12/20/2012	CORPORATION: NEW YORK
Benefit Advisors Services Group, LLC		12/20/2012	LIMITED LIABILITY COMPANY: GEORGIA
Clarity Benefit Consulting, LLC		12/20/2012	LIMITED LIABILITY COMPANY: GEORGIA
ClearPoint, LP		12/20/2012	LIMITED PARTNERSHIP: WASHINGTON
Kelter Alliant Insurance Services, Inc.		12/20/2012	CORPORATION: MICHIGAN
Strategic HR Services, Inc.		12/20/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent
Street Address:	383 Madison Avenue, 24th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1702121	CONSERVE-A-NATION
Registration Number:	2568330	PEPIP
Registration Number:	2474968	TRIBAL FIRST
Registration Number:	1763236	VOLUNTARY BENEFITS PLAN

OP \$565.00 1702121

Registration Number:	3627495	FLEXLAW
Registration Number:	4223128	COMPREHENSIVE EXECUTIVE LIABILITY SOLUTION
Registration Number:	4227407	CELS
Registration Number:	4060784	BOARDWISE
Registration Number:	4060785	BOARDWISE
Registration Number:	3869211	1230CP
Registration Number:	2881424	PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE PROGRAM
Registration Number:	3111985	PROTECTION ADVANTAGE
Registration Number:	3669422	CLARITY
Registration Number:	3317732	CLEARADVANTAGE
Registration Number:	3218094	CLEARSOURCE
Registration Number:	3589659	PROQUEST
Registration Number:	3731089	STRATEGIC HR
Registration Number:	2770646	STRATEGIC HR SERVICES
Serial Number:	85791038	SUREMERICA
Serial Number:	85670261	ALLIANTCONNECT
Serial Number:	85664551	ALLIANTCONNECT
Serial Number:	85664575	ALLIANTCONNECT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-314-2529
 Email: david.adams@thomsonreuters.com
 Correspondent Name: Elaine Carrera, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/david adams TR/
Date:	12/24/2012

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

TRADEMARK
REEL: 004928 FRAME: 0356

source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Franey Muha Alliant Insurance Services, Inc.

- Individual(s)
- Partnership
- Corporation- State: MD
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 20, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as collateral agent

Street Address: 383 Madison Avenue, 24th Floor

City: New York

State: NY

Country: USA Zip: 10179

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 314-2529

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 20, 2012
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying parties

Alliant Insurance Services, Inc., a Delaware Corporation
Citizenship – US – Delaware

Affinity Insurance Services, LLC, a California Limited Liability Company
Citizenship – US - California

Alliant Services Houston, Inc., a New York Corporation
Citizenship – US – New York

Benefit Advisors Services Group, LLC, a Georgia Limited Liability Company
Citizenship – US - Georgia

Clarity Benefit Consulting, LLC, a Georgia Limited Liability Company
Citizenship – US - Georgia

ClearPoint, LP, a Washinton Limited Partnership
Citizenship – US - Washington

Kelter Alliant Insurance Services, Inc., a Michigan Corporation
Citizenship – US - Michigian

Strategic HR Services, Inc., a California Corporation
Citizenship – US - California

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of December 20, 2012 is made by Franey Muha Alliant Insurance Services, Inc., Alliant Insurance Services, Inc., Affinity Insurance Services, LLC, Alliant Services Houston, Inc., Benefit Advisors Services Group, LLC, Clarity Benefit Consulting, LLC, ClearPoint, LP, Kelter Alliant Insurance Services, Inc. and Strategic HR Services, Inc. (each a "Grantor" and together the "Grantors"), in favor of JPMorgan Chase Bank, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 20, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among A-S Parent Inc. ("Holdings"), A-S Merger Sub LLC, (the "Initial Borrower"; and prior to the consummation of the Merger, the "Borrower"), Alliant Holdings I, LLC, the company into which the Initial Borrower shall be merged (the "Surviving Borrower"; and upon and at any time after the consummation of the Merger, the "Borrower"), the Lenders party thereto, the Agent and the other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower and the other grantors party thereto, have executed and delivered a Security Agreement, dated as of December 20, 2012 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule A hereto, including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment

and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of a Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law. THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLIANT INSURANCE SERVICES, INC.,
STRATEGIC HR SERVICES, INC.,
ALLIANT SERVICES HOUSTON, INC.,
KELTER ALLIANT INSURANCE SERVICES, INC.,
CLARITY BENEFIT CONSULTING, LLC,
AFFINITY INSURANCE SERVICES, LLC,
FRANEY MUHA ALLIANT INSURANCE SERVICES, INC.,
CLEARPOINT, LP, by its general partner, ALLIANT CLEARPOINT GP, INC., and
BENEFIT ADVISORS SERVICES GROUP, LLC

By: 
Name: P. Gregory Zimmer, Jr.
Title: Chief Financial Officer

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


By: Kristen M. Murphy
Name: Kristen M. Murphy
Title: Vice President



[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004928 FRAME: 0363

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE	TRADEMARK
Franey, Muha Alliant Insurance Services, Inc.	74200746 04-SEP-1991	1702121 21-JUL-1992	CONSERVE-A-NATION
Alliant Insurance Services, Inc.	76097022 25-JUL-2000	2568330 07-MAY-2002	PEPIP
Affinity Insurance Services, LLC	75721293 04-JUN-1999	2474968 07-AUG-2001	TRIBAL FIRST
Alliant Services Houston, Inc.	74183208 08-JUL-1991	1763236 06-APR-1993	VOLUNTARY BENEFITS PLAN
Alliant Insurance Services, Inc.	77065400 15-DEC-2006	3627495 26-MAY-2009	FLEXLAW
Alliant Insurance Services, Inc.	85791038 29-NOV-2012		SUREMERICA
Alliant Insurance Services, Inc.	85670261 06-JUL-2012		ALLIANTCONNECT
Alliant Insurance Services, Inc.	85664551 28-JUN-2012		ALLIANTCONNECT
Alliant Insurance Services, Inc.	85664575 28-JUN-2012		ALLIANTCONNECT
Alliant Insurance Services, Inc.	85425023 16-SEP-2011	4223128 09-OCT-2012	COMPREHENSIVE EXECUTIVE LIABILITY SOLUTION
Alliant Insurance Services, Inc.	85425039 16-SEP-2011	4227407 16-OCT-2012	CELS
Alliant Insurance Services, Inc.	77982603 21-OCT-2009	4060784 22-NOV-2011	BOARDWISE
Alliant Insurance Services, Inc.	77982604 21-OCT-2009	4060785 22-NOV-2011	BOARDWISE 
Alliant Insurance Services, Inc.	77814511 27-AUG-2009	3869211 02-NOV-2010	123OCP
Alliant Insurance Services, Inc.	78218385 24-FEB-2003	2881424 07-SEP-2004	PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE

OWNER	APPLICATION NUMBER AND DATE	REGISTRATION NUMBER AND DATE	TRADEMARK
			PROGRAM 
Alliant Services Houston, Inc.	78675219 21-JUL-2005	3111985 04-JUL-2006	PROTECTION ADVANTAGE
Clarity Benefit Consulting, LLC	78663529 05-JUL-2005	3669422 18-AUG-2009	CLARITY
ClearPoint, LP	78880537 10-MAY-2006	3317732 23-OCT-2007	CLEARADVANTAGE
ClearPoint, LP	78912697 20-JUN-2006	3218094 13-MAR-2007	CLEARSOURCE
Kelter Alliant Insurance Services, Inc.	77211107 20-JUN-2007	3589659 17-MAR-2009	PROQUEST
Strategic HR Services	77746607 28-MAY-2009	3731089 29-DEC-2009	STRATEGIC HR 
Strategic HR Services	76153041 24-OCT-2000	2770646 07-OCT-2003	STRATEGIC HR SERVICES 