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
Ascensus, Inc.		12/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3651929	ASCENSUS
Registration Number:	3644352	ASCENSUS
Registration Number:	2713230	IRADIRECT
Registration Number:	3020665	IRA SUPERTRAIN
Registration Number:	3648277	PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.
Registration Number:	2830707	RETIREMENT CENTRAL
Registration Number:	3810501	SIMPLIFIER
Registration Number:	2681039	IRADIRECT

CH $215.00 3651929

CORRESPONDENCE DATA

Fax Number: 3026365454

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

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	473328-5
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/27/2012

Total Attachments: 6
source=12-27-12 Ascensus Inc-TM#page1.tif
source=12-27-12 Ascensus Inc-TM#page2.tif
source=12-27-12 Ascensus Inc-TM#page3.tif
source=12-27-12 Ascensus Inc-TM#page4.tif
source=12-27-12 Ascensus Inc-TM#page5.tif
source=12-27-12 Ascensus Inc-TM#page6.tif

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 21, 2012, made by Ascensus, Inc., a Delaware corporation (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc. as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") and administrative agent (in such capacity, and together with its successors and assigns in such capacity, the "Administrative Agent") for the several banks and other financial institutions (collectively, the "Lenders") from time to time parties to the Credit Agreement described below.

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Grantor, as Borrower, the Collateral Agent, the Administrative Agent and the other parties party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Granting Parties have executed and delivered a Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to Borrower under the Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 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 Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Collateral Agreement, it granted to the Collateral Agent, for

the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, 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 of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of the security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Collateral Agreement. To the extent that there is any conflict between this Agreement and the Collateral Agreement, the Collateral Agreement shall control in all respects. The Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. 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.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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.

ASCENSUS, INC.,
as Grantor

By: _____
Name: Michael Finn
Title: Executive Vice President and Treasurer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

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.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____
Name: Stephen B. King
Title: VP

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

SCHEDULE I

U.S. Registered Marks

Mark	Registration No.	Registration Date
ASCENSUS	3651929	7/7/2009
ASCENSUS (and design) ascensus	3644352	6/23/2009
IRAdirect	2681039	1/28/2003
IRAdirect (and design) IRAdirect	2713230	5/6/2003
IRA Supertrain	3020665	11/9/2005
PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.	3648277	6/30/2009
Retirement Central	2830707	4/6/2004
SIMPLIFIER	3810501	6/29/2010