

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		12/02/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Total Benefit Communications, LLC		
Street Address:	200 Dryden Road		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19025		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2233369	TOTAL BENEFIT COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4119111		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

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Date:

12/03/2013

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN PLEDGED TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN PLEDGED TRADEMARKS (this "Termination and Release"), dated as of December 2, 2013, from Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent and administrative agent ("Collateral Agent") under the Credit Agreement, dated as of December 21, 2012 (together with all exhibits and schedules thereto and as the same may be amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement"), among ASCENSUS, INC., a Delaware corporation (the "Company"), AJCF CORP. (f/k/a C.G. JCF Corp.) ("Holdings"), AJCF Holdings, LLC (f/k/a C.G. JCF, LLC) ("Super HoldCo"), the Lenders party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent ("Administrative Agent") for the Lenders, and the other parties thereto, to TOTAL BENEFIT COMMUNICATIONS, LLC, a Georgia limited liability company (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement or the Security Agreement (referenced below).

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of December 21, 2012 (the "Security Agreement") made by the Grantor in favor of the Collateral Agent, a security interest (the "Security Interest") was granted by the Grantor to the Collateral Agent in certain Pledged Trademarks (as hereinafter defined);

WHEREAS, pursuant to the Security Agreement, that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated as of December 21, 2012, between the Grantor and the Collateral Agent, was recorded in the Trademarks Division of the United States Patent and Trademark Office on December 27, 2012 at Reel 4929, Frame 0452; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks.

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

1. Pledged Trademarks: The term "Pledged Trademarks," as used herein, shall mean all Trademarks, including, without limitation, those items listed on Schedule I attached hereto, together with all Proceeds and products of any and all of the Trademarks.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.

3. Further Assurances: The Collateral Agent shall, at the Grantor's sole cost and expense and at any of the Grantor's reasonable request, execute, acknowledge and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.

4. Governing Law. This Termination and Release shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof for all other matters.

* * *

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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.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 


Name: STEPHEN B. KING

Title: VP

[Signature Page to Termination and Release]

SCHEDULE I

TRADEMARKS

Mark	Registration Date	Registration No.	Status
Total Benefit Communications & Design 	03/23/1999	2233369	REGISTERED

TRADE NAMES / FICTITIOUS NAMES

None.

TRADEMARK LICENSES

None.