

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Niagara Bank, N.A.		11/01/2010	CORPORATION: UNKNOWN

RECEIVING PARTY DATA

Name:	Beneserv, Inc.
Street Address:	453 Baltimore Pike
City:	Springfield
State/Country:	PENNSYLVANIA
Postal Code:	19064
Entity Type:	CORPORATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3359000	BENESERV
Registration Number:	3358985	BENESERV CORPORATE BENEFIT SERVICES
Registration Number:	3359382	THERE'S BENEFITS WITH OUR SERVICE!

CORRESPONDENCE DATA

Fax Number: 2156725430
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2156726220
 Email: mcrilly@crillylaw.com
 Correspondent Name: Michael G Crilly
 Address Line 1: 104 South York Road
 Address Line 4: Hatboro, PENNSYLVANIA 19040

NAME OF SUBMITTER:	Michael G. Crilly, Esquire
Signature:	/Michael G. Crilly, Esquire/

OP \$90.00 3359000

Date:

12/19/2013

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Agreement*") is dated as of November 1, 2010 by and between First Niagara Bank, N.A., a national banking association having a place of business at 726 Exchange Street, Suite 618, Buffalo, New York 14210 ("*Assignor*"), and BeneServ, Inc., a Pennsylvania corporation having an address at 453 Baltimore Pike, Springfield, Pennsylvania 19064 ("*Assignee*").

WHEREAS, Assignor is the owner of certain intangible property used by Assignee in connection with the Business (as defined in the Purchase Agreement (as defined below)) including, without limitation, (i) names (fictitious, corporate, trade, brand or other), trademarks and service marks (including, but not limited to, the trademarks set forth on Exhibit A attached hereto, and all applications and registrations therefor, the "*Trademarks*"), slogans, logos, patents, franchises or copyrights used in the Business or applications for any of the foregoing, (ii) designs, trade secrets, permits, inventions, blueprints, drawings or software owned, used or useful in the Business, (iii) customer, prospect and/or supplier lists of the Business, (iv) other intangible property of any nature whatsoever of the Business, (v) goodwill of the Business, whether or not related to the foregoing, and (vi) all rights under any of the foregoing (collectively, the "*Company Intellectual Property*");

WHEREAS, Assignor owns the Trademarks as successor-in-interest to Harleysville National Corporation, the last owner of record of the Trademarks with the United States Patent and Trademark Office ("*USPTO*"); and

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of the date hereof, by and between Assignor, Carlson Group, Inc., a Pennsylvania corporation, and Russell J. Carlson (the "*Purchase Agreement*"), Assignor has agreed to sell, transfer, assign and deliver to Assignee all of Assignor's rights, title and interest in, to and under the Company Intellectual Property used in connection with the Business.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor has, subject to the last paragraph hereof, assigned and does hereby sell, transfer, assign and deliver unto Assignee its entire rights, title and interest in and to all existing Company Intellectual Property, free and clear of all liens, claims and encumbrances, including without limitation the right to recover for past infringement of said Company Intellectual Property, together with the goodwill of the Business in connection with which the Company Intellectual Property is used and which is symbolized by the Company Intellectual Property. Assignor represents and warrants that, to the knowledge of Assignor, Assignor is the sole owner of the Trademarks and all corresponding applications therefor filed with the USPTO. Assignor, including its officers, directors, employees and representatives, acknowledges and agrees that it will not, directly or indirectly, challenge the ownership, validity or enforceability of any of the Company Intellectual Property assigned herein.

2. This Agreement contains the entire agreement between the parties as to the subject matter hereof. Notwithstanding the foregoing, nothing contained herein shall in any way

supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations of Assignor or Assignee set forth in the Purchase Agreement, including, without limitation, any indemnification specified therein. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

3. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law provisions thereof.

4. This Agreement may be executed in counterparts and by facsimile, all of which counterparts taken together shall constitute an original.

5. Assignor and Assignee agree that this Agreement shall be effective as of the Closing (as defined in the Purchase Agreement).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property to be duly executed and delivered as of the date first indicated above.

Assignor:

FIRST NIAGARA BANK, N.A

By: 

Name: John Mineo

Title: SVP, General Counsel & Corp Sec.

Assignee:

BENESERV, INC.

By: _____

Name: Russell J. Carlson

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intellectual Property to be duly executed and delivered as of the date first indicated above.


Assignor:

FIRST NIAGARA BANK, N.A

By: _____
Name:
Title:

Assignee:

BENESERV, INC

By:  _____
Name: Russell J. Carlson
Title: President

STATE OF NEW YORK :
 : SS
COUNTY OF ERIE NIAGARA :

Before me, BARBARA S. HOOD, a Notary Public in and for the State and County aforesaid, personally appeared John Mineo, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself or herself to be the Secretary of First Niagara Bank, N.A., and that he or she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself or herself as such officer.

WITNESS my hand and seal at office, on this 29th day of ^{OCTUBER}~~November~~, 2010.

BARBARA S. HOOD
No. 01HO6060498
Notary Public, State of New York
Qualified in Niagara County
My Commission Expires 6/25/2011

Barbara S. Hood
Notary Public
My Commission Expires: 6/25/2011

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Delaware : SS

Before me, Megan C. Cress a Notary Public in and for the State and County aforesaid, personally appeared Russell J. Carlson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself or herself to be the President of BeneServ, Inc., and that he or she, as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself or herself as such officer.

WITNESS my hand and seal at office, on this 1st day of November, 2010.

Megan C. Cress
Notary Public

My Commission Expires: June 21, 2014

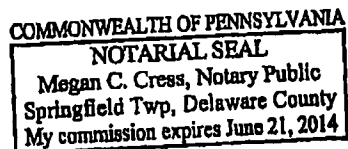


EXHIBIT A

Trademarks

Trademark	U.S. Serial No.	U.S. Registration No.	Filing Date	Registration Date
THERE'S BENEFITS WITH OUR SERVICE!	77168324	3359382	April 28, 2007	December 25, 2007
BENESERV	77151786	3359000	April 9, 2007	December 25, 2007
BENESERV CORPORATE BENEFIT SERVICES	77151598	3358985	April 9, 2007	December 25, 2007