

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM298336

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BENECO HOLDING COMPANY, LLC		03/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
BENECO TRUST COMPANY, LLC		03/14/2014	LIMITED LIABILITY COMPANY: SOUTH DAKOTA
BENECO SYSTEMS, LLC		03/14/2014	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT DIRECT LENDING, LLC, AS AGENT		
<b>Street Address:</b>	One Post Office Square, 36th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3754052	BENECO	
<b>Registration Number:</b>	4409795	BENECOACH INVESTMENT GUIDANCE. SOLUTIONS	
<b>Registration Number:</b>	4409794	BAATT BUILD AMERICA APPRENTICESHIP TRAIN	
<b>Registration Number:</b>	4409792	FRINGE 360	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	22283/004		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		

CH \$115.00 3754052

<b>SIGNATURE:</b>	/Christine Slattery/
<b>DATE SIGNED:</b>	03/17/2014
<b>Total Attachments: 6</b> source=Beneco - Trademark Security Agreement (Executed)#page1.tif source=Beneco - Trademark Security Agreement (Executed)#page2.tif source=Beneco - Trademark Security Agreement (Executed)#page3.tif source=Beneco - Trademark Security Agreement (Executed)#page4.tif source=Beneco - Trademark Security Agreement (Executed)#page5.tif source=Beneco - Trademark Security Agreement (Executed)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of March 14, 2014 (“Trademark Security Agreement”), among BENECO HOLDING COMPANY, LLC, a Delaware limited liability company (the “Parent”), BENECO TRUST COMPANY, LLC, a South Dakota limited liability company (“Beneco Trust”), BENECO SYSTEMS, LLC, an Arizona limited liability company (“Beneco Systems” and, together with Beneco Trust, collectively the “Borrowers” and each individually as a “Borrower” and, together with the Parent, the “Grantors”, and each, individually, a “Grantor”), in favor of CRESCENT DIRECT LENDING, LLC (the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Term Loan Agreement, dated as of March 14, 2014, by and among the Parent, the Borrowers, the Lenders party thereto (the “Lenders”), and Crescent Direct Lending, LLC as administrative agent and collateral agent for the Lenders (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Lenders have agreed to extend a term loan to the Borrowers;

WHEREAS, it is a condition precedent to the Lenders’ making the term loan to the Borrowers under the Credit Agreement that the Grantors execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantors have executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which each Grantor has granted to the Agent, on behalf of the Lenders, a security interest in certain of such Grantor’s personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, each Grantor will obtain substantial direct and indirect financial and other benefits from the term loan made by the Lender to the Borrowers pursuant to the Credit Agreement and the other Loan Documents, and, accordingly, each Grantor desires to enter into this Trademark Security Agreement and also in order to induce the Lender to make the term loan under the Credit Agreement and the other Loan Documents; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the “Security Interest”) in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks (each, a “Trademark”), including those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders. The Lender’s rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lender’s rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. Grantors shall give Agent prompt notice in writing of any additional trademark registrations granted therefor after the date hereof and, in any case, the Agent shall have received such notice no more than five (5) Business Days following the grant of such applicable trademark registration. Without limiting Grantors’ obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution,

defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to the Security Interest hereunder.

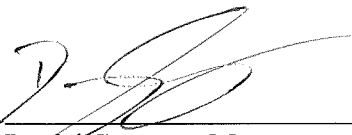
Section 7. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 8. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.** In addition, the provisions of Section 20, 21 and 22 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

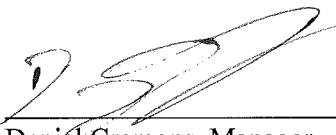
Very truly yours,

BENECO HOLDING COMPANY, LLC

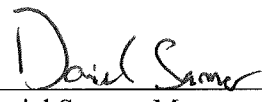
By:   
Daniel Cremons, Manager

BENECO SYSTEMS, LLC

By: BENECO HOLDING COMPANY, LLC  
Its: Manager

By:   
Daniel Cremons, Manager

BENECO TRUST COMPANY, LLC

By:   
Daniel Sanner, Manager

Acknowledged and Accepted:

**CRESCENT DIRECT LENDING, LLC**, as Agent

By: \_\_\_\_\_

Name: Richard Stevenson



Title: Senior Vice President

*{Trademark Security Agreement}*

**TRADEMARK**  
**REEL: 005238 FRAME: 0372**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

**Registered Trademarks:**

TRADEMARK/SERVICE MARK	COUNTRY	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
<p>BENECO</p> <p>(Word Mark)</p> <p>Owned by: Beneco Systems</p>	US	LIVE	77737186 5/14/2009	3754052 3/2/2010	IC 036. US 100 101 102. G & S: administration of employee fringe benefit plans; administration of employee welfare benefit plans; consulting services in the field of state and federal employee benefit plans; processing and managing employee benefit plans concerning insurance and finance; trustee services; retirement plan valuation services; providing information and advice in the field of finance, financial investments, financial valuations, and the financial aspects of retirement; financial administration of retirement plans; organizing pre-paid health care plans; and administration of pre-paid health care plans.
 <p>(Stylized)</p> <p>Owned by: Beneco Trust</p>	US	Live	85700631 8/10/2012	4409795 10/1/2013	IC 036. US 100 101 102. G & S: Advice relating to investments; Financial planning and investment advisory services; Fund investment consultation; Investment consultation.
 <p>(Stylized)</p> <p>Owned by: Beneco Trust</p>	US	Live	85700603 8/10/2012	4409794 10/1/2013	IC 036. US 100 101 102. G & S: Trust services, namely, investment and trust company services.
<p>FRINGE 360</p> <p>(Word Mark)</p> <p>Owned by: Beneco Trust</p>	US	Live	85700507 8/10/2012	4409792 10/1/2013	IC 036. US 100 101 102. G & S: Processing, administering and managing employee benefit plans concerning insurance and finance; Providing information in the field of employee financial benefit plans.