

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM308738

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Checkpoint HR Holdings Corporation		05/28/2010	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578
<b>Internal Address:</b>	Attn: National Documentation Services
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	Banking Association: TEXAS

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	86209575	CHECKPOINT CONNECT
Serial Number:	85972677	CHECKPOINTCHOICE
Serial Number:	85340440	BENELERT
Serial Number:	77789592	CHECKPOINT HR BENEFITS GROUP THE POINT O
Serial Number:	77789591	CHECKPOINT HR THE POINT OF DIFFERENCE IN
Serial Number:	77604724	CHECKPOINT HR BENEFITS GROUP
Serial Number:	77257137	CHECKPOINT HR
Serial Number:	77257670	THE WILSHIRE GROUP MORE THAN JUST INSURA
Serial Number:	77257669	THE WILSHIRE GROUP MORE THAN JUST INSURA
Serial Number:	77257142	THE WILSHIRE GROUP
Serial Number:	76383032	CHECKPOINT HR MORE THAN JUST A PAYCHECK

## CORRESPONDENCE DATA

Fax Number: 8586385130

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA Piper LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100

TRADEMARK

<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121
<b>ATTORNEY DOCKET NUMBER:</b>	355281-80
<b>NAME OF SUBMITTER:</b>	Troy Zander
<b>SIGNATURE:</b>	/s/ Troy Zander
<b>DATE SIGNED:</b>	06/25/2014
<b>Total Attachments: 5</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 28, 2010 by and between COMERICA BANK ("Bank") and CHECKPOINT HR HOLDINGS CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to or for the benefit of CHECKPOINT HR, LLC and THE WILSHIRE GROUP, LLC (each a "Borrower" and together the "Borrowers"), in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrowers in accordance with the Loan Agreement, and has entered into that certain Unconditional Guaranty of even date herewith (as amended from time to time, the "Guaranty") and that certain Third Party Security Agreement of even date herewith granting Bank a security interest in all of Grantor's assets to secure the present and future obligations of Grantor to Bank (as amended from time to time, the "Security Agreement" or together with the Guaranty and this Agreement, the "Guaranty Documents"). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its copyrights, trademarks and patents to secure the obligations of Grantor under the Guaranty Documents and otherwise (the "Guarantor Obligations"). All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement.

B. Pursuant to the terms of the Guaranty Documents, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Guaranty Documents).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the other Guaranty Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the other Loan Documents and the Guaranty Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, any of the other Loan Documents or the Guaranty Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, any of the other Loan Documents or the Guaranty Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

2035 Lincoln Highway, Suite 1080  
Edison, NJ 08817  
Attn: Chief Financial Officer

GRANTOR:

CHECKPOINT HR HOLDINGS CORPORATION

By:

  
Name: Neil Friedman

Title: CEO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152  
Attn: National Documentation Services

COMERICA BANK

By:

  
Name: PAULA J. HOWARTH

Title: SVP

*[Signature Page to Intellectual Property Security Agreement – Parent]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Serial No.</u>	<u>File Date</u>
CHECKPOINT CONNECT	86209575	3/3/14
CHECKPOINTCHOICE	85972677	6/28/13
BENELERT	85340440	6/7/11
CHECKPOINT HR BENEFITS GROUP THE POINT OF DIFFERENCE IN HUMAN RESOURCES	77789592	7/25/09
CHECKPOINT HR THE POINT OF DIFFERENCE IN HUMAN RESOURCES	77789591	7/25/09
CHECKPOINT HR BENEFITS GROUP	77604724	10/31/08
CHECKPOINT HR	77257137	8/16/07
THE WILSHIRE GROUP MORE THAN JUST INSURANCE	77257670	8/17/07
THE WILSHIRE GROUP MORE THAN JUST INSURANCE	77257669	8/17/07
THE WILSHIRE GROUP	77257142	8/16/07
CHECKPOINT HR MORE THAN JUST A PAYCHECK	76383032	3/18/02