

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM311050

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
General Electric Capital Corporation		07/16/2014	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evolution1, Inc.		
<b>Street Address:</b>	4324 20th Ave SW, Suite 200		
<b>City:</b>	Fargo		
<b>State/Country:</b>	NORTH DAKOTA		
<b>Postal Code:</b>	58103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	EB Holdings II, Corp.		
<b>Street Address:</b>	4324 20th Ave SW, Suite 200		
<b>City:</b>	Fargo		
<b>State/Country:</b>	NORTH DAKOTA		
<b>Postal Code:</b>	58103		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3264274	LIGHTHOUSE1	
<b>Registration Number:</b>	3148724	LIGHTHOUSE1	
<b>Registration Number:</b>	3151049	LIGHTHOUSE1 ONDEMAND	
<b>Registration Number:</b>	3151050	IMAGINE IT	
<b>Registration Number:</b>	3017645	NAVIGATOR SUITE	
<b>Registration Number:</b>	3500036	EVOLUTION BENEFITS	
<b>Registration Number:</b>	2854894	BENNY	
<b>Registration Number:</b>	2823002	PAYDIRECT	
<b>Registration Number:</b>	4238475	EVOLUTION1	
<b>Registration Number:</b>	4242806	EVOLUTION1	
<b>Registration Number:</b>	4238476	EVOLUTION1	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

**Fax Number:** 6508023007

*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:** 6508023000

**Email:** brian.lee@weil.com

**Correspondent Name:** Eric Min

**Address Line 1:** Weil, Gotshal & Manges LLP

**Address Line 2:** 201 Redwood Shores Parkway

**Address Line 4:** Redwood Shores, CALIFORNIA 94065

<b>ATTORNEY DOCKET NUMBER:</b>	23211.0005/E. MIN/7662
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<b>NAME OF SUBMITTER:</b>	Eric Min
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<b>SIGNATURE:</b>	/Eric Min/
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<b>DATE SIGNED:</b>	07/17/2014
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**Total Attachments: 6**

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**TERMINATION AND RELEASE OF  
SECURITY INTERESTS IN TRADEMARKS**

This Termination and Release of Security Interests in Trademarks (this "Termination and Release") is granted as of July 16, 2014, from General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers and other Secured Parties (each as defined in the Credit Agreement referred to below), in favor of each of the Grantors (as defined in the Trademark Security Agreement referred to below). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to the Credit Agreement, dated as of June 29, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Evolution1, Inc., a Delaware corporation (the "Borrower"), EB Holdings II Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the L/C Issuers and other Secured Parties, 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, each Grantor is party to the Guaranty and Security Agreement, dated as of June 29, 2011, in favor of the Administrative Agent (the "Guaranty and Security Agreement") pursuant to which it has executed the Trademark Security Agreement, also dated as of June 29, 2011 (the "Trademark Security Agreement"), wherein such Grantor granted a security interest in and a Lien (as defined in the Guaranty and Security Agreement) on ("Security Interests") the Trademark Collateral (as defined in the Trademark Security Agreement) in favor of the Administrative Agent;

WHEREAS, the Grantors have satisfied the terms and obligations of the Trademark Security Agreement and request a specific release of the Security Interests granted therein and recorded against the Trademark Collateral; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interests in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

1. Release of Security Interests: The Administrative Agent hereby irrevocably (a) releases, relinquishes, terminates and discharges its Security Interests in the Trademark Collateral, including the registrations and applications listed on Schedule I hereto, and (b) reassigns any and all such right, title and interest (if any) that the Administrative Agent may have in the Trademark Collateral to the applicable Grantor, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby immediately cease and become void. Such release by the Administrative Agent is made without any representation or warranty of title and without recourse.

2. Authorization: The Administrative Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other relevant jurisdictions, to record this Termination and Release.

3. Further Assurances: At the request and sole expense of the Grantors, the Administrative Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purpose of this Termination and Release.

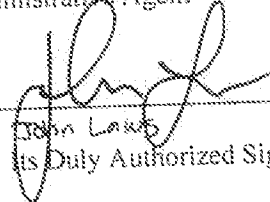
4. Governing Law: This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

\* \* \*

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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.



GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent

By:   
Name: John Lamb  
Title: Its Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
LIGHTHOUSE 1 & Design Image:  The color blue, light blue, white and black are claimed as a feature of the mark	Lighthouse1, LLC	United States	78/464,306 August 9, 2004	3,264,274 July 17, 2007
LIGHTHOUSE1 Image: LIGHTHOUSE1	Lighthouse1, LLC	United States	78/748,583 November 7, 2005	3,148,724 September 26, 2006
LIGHTHOUSE1 ONDEMAND Image: LIGHTHOUSE1 ONDEMAND	Lighthouse1, LLC	United States	78/748,591 November 7, 2005	3,151,049 October 3, 2006
IMAGINE IT Image: IMAGINE IT	Lighthouse1, LLC	United States	78/748601 November 7, 2005	3,151,050 October 3, 2006

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
NAVIGATOR SUITE Image: Navigator Suite	Lighthouse1, LLC	United States	78/464,790 August 10, 2004	3,017,645 November 22, 2005
Evolution Benefits and Design Image: 	Evolution Benefits, Inc.	United States	78/019,803 August 4, 2000	3,500,036 September 9, 2008
Benny and design Image: 	Evolution Benefits, Inc.	United States	78/068,527 June 11, 2001	2,854,894 June 15, 2004
PAYDIRECT	BEMAS Software, Inc.	United States	78/098,910 December 18, 2001	2,823,002 March 16, 2004
EVOLUTION1 Image: EVOLUTION1	Evolution Benefits, Inc.	United States	85290205 April 8, 2011	4238475
EVOLUTION1 Image: EVOLUTION1	Evolution Benefits, Inc.	United States	85290289 April 8, 2011	4242806

Mark	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
EVOLUTION1 Image: EVOLUTION1	Evolution Benefits, Inc.	United States	85290345 April 8, 2011	4238476