

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311127

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClearBenefis.com, Inc.		07/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	Two Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2492311	CLEARBENEFITS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<i>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.</i>			
Phone:	617-523-2700		
Email:	susan.dinicola@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	074770.00022		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	07/18/2014		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of July 7, 2014, is made by Benu, Inc., a Delaware corporation, Synchsource, Inc., a Delaware corporation, and Clearbenefits.com, Inc., a Delaware corporation (collectively, "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative and collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Agent and the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of September 27, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the other loan parties party thereto from time to time, the Lenders from time to time party thereto and GE Capital, as Agent for the Lenders, the Lenders have severally agreed to make one or more Term Loans (collectively, "Loans") to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the First Amendment to Loan and Security Agreement dated July 7, 2014, among Grantor, Agent and Lenders ("First Amendment"), Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the First Amendment, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of Lenders, and grants to the Agent for the benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following property of Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, those referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This 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. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Agreement 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.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


BENU, INC.,
as Grantor

By: 
Name: Jeffrey M. Cross
Title: CEO

SYNCHSOURCE, INC.,
as Grantor


By: 
Name: Jeffrey M. Cross
Title: CEO

CLEARBENEFITS.COM, INC.,
as Grantor

By: 
Name: Jeffrey M. Cross
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Alan M. Silbert
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of California)

County of Santa Clara }

ss.

On July 10, 2014 before me Shelley J. Miguel

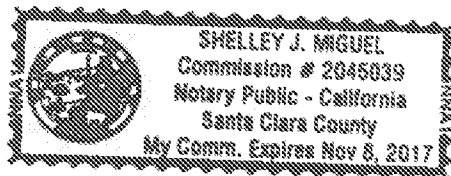
Notary Public, personally appeared Jeffrey m. Closs.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Shelley J. Miguel
Signature of Notary Public



Place notary seal above.

ACKNOWLEDGMENT OF GRANTOR

State of California)

County of Santa Clara)

ss.

On July 10, 2014 before me Shelley J. Miguel

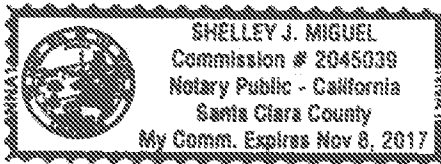
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Signature of Notary Public



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County of Santa Clara)

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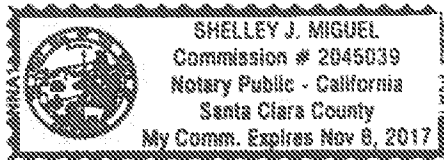
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.

Shelley J. Miguel
Signature of Notary Public



Place notary seal above.

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

GRANTOR	MARK	GRANT DATE	REGISTRATION #
Benu, Inc.	BENU	4/4/2004	2,819,672
ClearBenefits.com, Inc.	CLEARBENEFITS	12/18/2007	2,492,311
SynchSource, Inc.	SYNCHR	10/9/2012	4,220,835

Patents

Grantor	TITLE	GRANT DATE	REGISTRATION #
Synchsourc, Inc.	Database System and Method for Access Control and Workflow Routing	7/12/2011	7,979,463
Synchsourc, Inc	Time-Span Representation and Time Chain of Events in a Relational Database	10/13/2009	7,603,396

Copyrights

None.