

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benecard Services, Inc.		01/26/2015	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Benecard Association		
Street Address:	1200 G Street N.W.		
Internal Address:	Suite 800		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20005		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4480073	BENECARD ASSOCIATION	
Registration Number:	4480072	BENECARD ASSOCIATION	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Michael K. Dixon		
Address Line 1:	P.O. Box 3188		
Address Line 4:	West Palm Beach, FLORIDA 33402-3188		
ATTORNEY DOCKET NUMBER:	10454-33/39 (262316)		
NAME OF SUBMITTER:	Michael K. Dixon		
SIGNATURE:	/Michael K. Dixon/		
DATE SIGNED:	01/27/2015		
Total Attachments: 3			
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SERVICE MARK ASSIGNMENT

This Service Mark Assignment ("Service Mark Assignment") is made and entered into by and between Benecard Services, Inc., a New Jersey corporation, having its principal place of business at 3131 Princeton Pike, Building 2B, Suite 103, Lawrenceville, New Jersey 08648 ("Assignor") and Benecard Association, a Texas corporation, having its principal place of business at 1200 G Street, N.W., Suite 800, Washington, DC 20005 ("Assignee"). The Service Mark Assignment is effective as of the date of execution by both parties (the "Effective Date").

RECITALS

A. Assignor has adopted and owns all right, title and interest in and to the Service Marks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto and all rights to sue and recover for past, present and future infringement thereof (collectively, the "Assigned Service Marks");

B. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to acquire, Assignor's entire right, title and interest in and to the Assigned Service Marks; and

C. Assignee and Assignor desire to record the Assignment set forth in this Service Mark Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Assigned Service Marks and all registrations and applications for registration thereof and all common law rights with respect thereto including, but not limited to, all benefits, privileges, causes of action and remedies relating to such Assigned Service Marks including, without limitation, the exclusive rights to (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement thereof, (iii) grant licenses or other interests therein and (iv) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Service Marks and all rights and causes of action to recover past, present and future damages, royalties, fees, profits and other relief including, but not limited to, equitable and injunctive relief ensuing from infringement of the Assigned Service Marks.

Upon request of Assignee, Assignor shall take such further actions, and shall cause its personnel, employees and agents to take such further actions, including execution and delivery of instruments of conveyance, that Assignee may reasonably deem necessary or desirable to accomplish or evidence more fully any transfer of right, title or interest necessary to fulfill the intent of this Service Mark Assignment.

Signatures to this Service Mark Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as paper documents bearing the original signature. This Service Mark Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Schedule 1

Service Mark Registrations

Service Mark	Reg. No.	Reg. Date	Services
	4,480,073	February 11, 2014	<p>Class 36: Membership club services, namely, providing members with a group aggregate excess insurance policy</p> <p>Class 41: Membership club services, namely, providing seminars to members in the field of healthcare and distribution of educational materials therewith</p>
BENECARD ASSOCIATION®	4,480,072	February 11, 2014	<p>Class 36: Membership club services, namely, providing members with a group aggregate excess insurance policy</p> <p>Class 41: Membership club services, namely, providing seminars to members in the field of healthcare and distribution of educational materials therewith</p>