

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330876

| | | | |
|-----------------------------------|--|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Succession of Agency | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| JPMorgan Chase Bank, N.A. | | 02/02/2015 | Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Macquarie US Trading LLC, as collateral agent | | |
| Street Address: | 225 West Washington Street, 21st Floor | | |
| Internal Address: | c/o Cortland Capital Market Services LLC, attn: Mike Fredlan | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1702121 | CONSERVE-A-NATION | |
| Registration Number: | 2568330 | PEPIP | |
| Registration Number: | 2474968 | TRIBAL FIRST | |
| Registration Number: | 1763236 | VOLUNTARY BENEFITS PLAN | |
| Registration Number: | 3627495 | FLEXLAW | |
| Serial Number: | 85791038 | SUREMERICA | |
| Serial Number: | 85670261 | ALLIANTCONNECT | |
| Serial Number: | 85664551 | ALLIANTCONNECT | |
| Serial Number: | 85664575 | ALLIANTCONNECT | |
| Registration Number: | 4223128 | COMPREHENSIVE EXECUTIVE LIABILITY SOLUTI | |
| Registration Number: | 4227407 | CELS | |
| Registration Number: | 4060785 | BOARDWISE | |
| Registration Number: | 4060784 | BOARDWISE | |
| Registration Number: | 3869211 | 123OCP | |
| Registration Number: | 2881424 | PEPIP USA PUBLIC ENTITY PROPERTY INSURAN | |
| Registration Number: | 3111985 | PROTECTION ADVANTAGE | |
| Registration Number: | 3669422 | CLARITY | |
| Registration Number: | 3317732 | CLEARADVANTAGE | |

OP \$565.00 1702121

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------|
| Registration Number: | 3218094 | CLEARSOURCE |
| Registration Number: | 3589659 | PROQUEST |
| Registration Number: | 3731089 | STRATEGIC HR |
| Registration Number: | 2770646 | STRATEGIC HR SERVICES |

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine St.

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Michael Barys TR/ |
| DATE SIGNED: | 02/03/2015 |

Total Attachments: 7

source=a 44. Notice of Succession of Agency (Trademark)#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

JPMorgan Chase Bank, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) February 2, 2015

- Assignment
- Security Agreement
- Other Notice of Succession of Agency
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Macquarie US Trading LLC, as collateral agent
c/o Cortland Capital Market Services LLC, Attn: Mike Fredian

Street Address: 225 West Washington Street, 21st Floor

City: Chicago

State: Illinois

Country: USA Zip: 60606

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule A

B. Trademark Registration No.(s) _____

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

February 3, 2015
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**NOTICE OF SUCCESSION OF AGENCY
REEL/FRAME 4928/0355**

This NOTICE OF SUCCESSION OF AGENCY (this "Notice"), dated as of February 2, 2015 (the "Effective Date"), is executed by JPMorgan Chase Bank, N.A., in its capacity as existing Collateral Agent under the Credit Agreement (as defined below) (the "Prior Agent"), and Macquarie US Trading LLC, in its capacity as successor Collateral Agent under the Amended Credit Agreement (as defined below) (the "Successor Agent").

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 20, 2012, by and among Alliant Holdings I, LLC, a Delaware limited liability company, successor in interest to A-S Merger Sub LLC (the "Borrower"), Alliant Holdings Parent LLC, a Delaware limited liability company ("Holdings"), the other Guarantors party thereto (together with the Borrower and Holdings, the "Credit Parties"), the lending institutions from time to time parties thereto, the Prior Agent and certain other parties thereto (as amended by Amendment No. 1 on December 20, 2013, the "Credit Agreement"), Franey Muha Alliant Insurance Services, Inc., Alliant Insurance Services, Inc., Affinity Insurance Services, LLC, Alliant Services Houston, Inc., Benefit Advisors Services Group, LLC, Clarity Benefit Consulting, LLC, ClearPoint, LP, Kelter Alliant Insurance Services, Inc., Strategic HR Services, Inc. (each a "Grantor" and together the "Grantors") and the Prior Agent entered into that certain Grant of Security Interest in Trademark Rights, dated as of December 20, 2012 (the "Trademark Security Agreement"), pursuant to which each Grantor granted a security interest in and to certain collateral;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 24, 2012 at Reel/Frame 4928/0355, with respect to the trademarks identified on Schedule A attached hereto;

WHEREAS, the Credit Agreement was amended on the date hereof by (i) that certain Joinder and Amendment Agreement, dated as of the date hereof (the "Joinder Agreement"), by and among the Borrower, Holdings, MIHI LLC, the Successor Agent, the Lenders party thereto and the Guarantors party thereto and (ii) that certain Amendment Agreement, dated as of the date hereof, by and among the Prior Agent, the Successor Agent, the Borrower, Holdings, the Guarantors party thereto, and the Lenders constituting the Required Lenders (the "Amendment Agreement") (as amended, the "Amended Credit Agreement"), and in connection with the Amended Credit Agreement, the Prior Agent, the Successor Agent and the Credit Parties have entered into that certain Successor Agency Agreement, dated as of the date hereof (the "Successor Agency Agreement"), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent and is succeeded to and replaced by the Successor Agent as successor Administrative Agent and Collateral Agent;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Amended Credit Agreement.
2. Succession and Replacement of Agency. Pursuant to the terms and conditions set forth in the Successor Agency Agreement and the Amendment Agreement, the Prior Agent has ceased to be Administrative Agent and Collateral Agent under the Credit Documents and is succeeded to and replaced by the Successor Agent as Administrative Agent and Collateral Agent under the Credit Documents. Nothing herein shall be deemed to terminate, interrupt or impair the continuity of the security interest in the collateral originally granted to the Prior Agent under the Trademark Security Agreement, which security interest is now succeeded by and transferred to the Successor Agent.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Notice effective as of the Effective
Date:

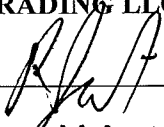
JPMORGAN CHASE BANK, N.A.

By: Kristen M. Murphy

Name: Kristen Murphy
Title: Vice President

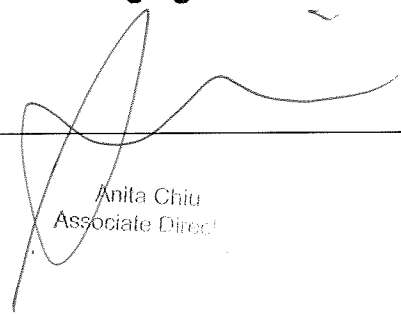
MACQUARIE US TRADING LLC

By: _____



Name: **Ronald Jost**
Title: **Managing Director**


By: _____






Name: Anita Chiu
Title: Associate Director

SCHEDULE A

U.S. Trademark Registrations and Applications

| OWNER | APPLICATION NUMBER AND DATE | REGISTRATION NUMBER AND DATE | TRADEMARK |
|---|--|---|--|
| Franey, Muha Alliant Insurance Services, Inc. | 74200746 04-SEP-1991 | 1702121 21-JUL-1992 | CONSERVE-A-NATION |
| Alliant Insurance Services, Inc. | 76097022 25-JUL-2000 | 2568330 07-MAY-2002 | PEPIP |
| Affinity Insurance Services, LLC | 75721293 04-JUN-1999 | 2474968 07-AUG-2001 | TRIBAL FIRST |
| Alliant Services Houston, Inc. | 74183208 08-JUL-1991 | 1763236 06-APR-1993 | VOLUNTARY BENEFITS PLAN |
| Alliant Insurance Services, Inc. | 77065400 15-DEC-2006 | 3627495 26-MAY-2009 | FLEXLAW |
| Alliant Insurance Services, Inc. | 85791038 29-NOV-2012 | | SUREMERICA |
| Alliant Insurance Services, Inc. | 85670261 06-JUL-2012 | | ALLIANTCONNECT |
| Alliant Insurance Services, Inc. | 85664551 28-JUN-2012 | | ALLIANTCONNECT |
| Alliant Insurance Services, Inc. | 85664575 28-JUN-2012 | | ALLIANTCONNECT |
| Alliant Insurance Services, Inc. | 85425023 16-SEP-2011 | 4223128 09-OCT-2012 | COMPREHENSIVE EXECUTIVE LIABILITY SOLUTION |
| Alliant Insurance Services, Inc. | 85425039 16-SEP-2011 | 4227407 16-OCT-2012 | CELS |
| Alliant Insurance Services, Inc. | 77982603 21-OCT-2009 | 4060784 22-NOV-2011 | BOARDWISE |
| Alliant Insurance Services, Inc. | 77982604 21-OCT-2009 | 4060785 22-NOV-2011 | BOARDWISE  |
| Alliant Insurance Services, Inc. | 77814511 27-AUG-2009 | 3869211 02-NOV-2010 | 123OCP |

| OWNER | APPLICATION NUMBER AND DATE | REGISTRATION NUMBER AND DATE | TRADEMARK |
|---|------------------------------------|-------------------------------------|---|
| Alliant Insurance Services, Inc. | 78218385 24-FEB-2003 | 2881424 07-SEP-2004 | PEPIP USA PUBLIC ENTITY PROPERTY INSURANCE PROGRAM  |
| Alliant Services Houston, Inc. | 78675219 21-JUL-2005 | 3111985 04-JUL-2006 | PROTECTION ADVANTAGE |
| Clarity Benefit Consulting, LLC | 78663529 05-JUL-2005 | 3669422 18-AUG-2009 | CLARITY |
| ClearPoint, LP | 78880537 10-MAY-2006 | 3317732 23-OCT-2007 | CLEARADVANTAGE |
| ClearPoint, LP | 78912697 20-JUN-2006 | 3218094 13-MAR-2007 | CLEARSOURCE |
| Kelter Alliant Insurance Services, Inc. | 77211107 20-JUN-2007 | 3589659 17-MAR-2009 | PROQUEST |
| Strategic HR Services | 77746607 28-MAY-2009 | 3731089 29-DEC-2009 | STRATEGIC HR  |
| Strategic HR Services | 76153041 24-OCT-2000 | 2770646 07-OCT-2003 | STRATEGIC HR SERVICES  |