

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM331793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seabury & Smith, Inc.		01/26/2015	CORPORATION; DELAWARE
RECEIVING PARTY DATA			
Name:	Mercer Health & Benefits Administration LLC		
Street Address:	1166 Avenue of the Americas		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION; NEW YORK LIMITED LIABILITY COMPANY; DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3423016	ASSISTPLUS	
Registration Number:	3751653	CAMPUSCONNEXIONS	
Registration Number:	3746777	EXPO-PLUS	
Registration Number:	1782219	GATEWAY INTERNATIONAL	
Registration Number:	2658340	GATEWAY PLANS	
Registration Number:	2748513	GATEWAY PLUS	
Registration Number:	1762159	GATEWAY USA	
Registration Number:	3751650	GATEWAYCONNEXIONS	
Registration Number:	4611479	PROLIABILITY	
Registration Number:	4239114	SAFEGUARDPAY	
Registration Number:	2925441	MILICAREPLUS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ip@mercer.com		
Correspondent Name:	Vicki Menard		

CH \$290.00 3423016

Address Line 1:	1166 Avenue of the Americas
Address Line 2:	23rd Floor
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	SEABURY ASSIGNMENT RECORD
NAME OF SUBMITTER:	Vicki Menard
SIGNATURE:	/vickimenard/
DATE SIGNED:	02/11/2015
Total Attachments: 4 source=Seabury Assignment#page1.tif source=Seabury Assignment#page2.tif source=Seabury Assignment#page3.tif source=Seabury Assignment#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 1, 2014 is made by Seabury & Smith, Inc. ("Assignor"), a Delaware corporation located at 1166 Avenue of the Americas, New York, New York 10036 and 12421 Meredith Drive, Urbandale, Iowa 50398, in favor of Mercer Health & Benefits Administration LLC ("Assignee"), a Delaware limited liability company located at 1166 Avenue of the Americas, New York, New York 10036, the Assignee of certain assets of Assignor pursuant to the Agreement and Plan of Reorganization between Assignee and Assignor, dated as of ~~DATE~~ (the "Reorganization Agreement").

January 1, 2014

WHEREAS, under the terms of the Reorganization Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Reorganization Agreement, the consideration stipulated in the Reorganization Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto, and to assist Assignee as needed in the execution of and information gathering for any pending office action responses relating to the Assigned Trademarks.

3. Terms of the Reorganization Agreement. The terms of the Reorganization Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Reorganization Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Reorganization Agreement and the terms hereof, the terms of the Reorganization Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

SEABURY & SMITH, INC.

By: Lawrence M. LeHav

Name: Lawrence M. LeHav

Title: Secretary

Address for Notices:

Attn: [ENTER NAME]

1166 Avenue of the Americas

23rd Floor

New York, NY 10036

AGREED TO AND ACCEPTED:

MERCER HEALTH & BENEFITS
ADMINISTRATION LLC

By: Michael R. Zedella

Name: James Zedella MICHAEL ROJ

Title: Chief Executive Officer

Address for Notices:

Mercer Health & Benefits

Administration LLC

1166 Avenue of the Americas

23rd Floor

New York, NY 10036

Attn: Mercer General Counsel

TRADEMARK

REEL: 005469 FRAME: 0097

Schedule I

ASSIGNED U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REGISTRATION NO. / SERIAL NO.	REGISTRATION DATE / APPLICATION DATE
ASSISTPLUS	3,423,016	5/6/2008
CAMPUSCONNEXIONS	3,751,653	2/23/2010
EXPO-PLUS	3,746,777	2/9/2010
GATEWAY INTERNATIONAL	1,782,219	7/13/1993
GATEWAY PLANS	2,658,340	12/10/2002
GATEWAY PLUS	2,748,513	8/5/2003
GATEWAY USA	1,762,159	3/30/1993
GATEWAYCONNEXIONS	3,751,650	2/23/2010
PROLIABILITY	85/832,567	1/25/2013
SAFEGUARDPAY	4,239,114	11/6/2012
MILICAREPLUS	2,925,441	2/8/2005
EBRS	N/A – Common Law (unregistered)	N/A – Common Law (unregistered)