

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	6		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GCI Capital Markets LLC		12/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Total Benefit Communications, LLC		
Street Address:	1117 Perimeter Center West, Suite W212		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2233369	TOTAL BENEFIT COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	217730.2709		
NAME OF SUBMITTER:	Monique L. Ribando		
SIGNATURE:	/Monique L. Ribando/		
DATE SIGNED:	12/03/2015		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of December 3, 2015, from GCI Capital Markets LLC, having a principal place of business at 150 W. Wacker Drive, Suite 800, Chicago, Illinois 60609, as second lien collateral agent (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent") and second lien administrative agent (in such capacity, and together with its successors and assigns in such capacity, (the "Administrative Agent" and together with the Collateral Agent the "Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Total Benefit Communications, LLC, a Delaware limited liability company having a principal place of business at 1117 Perimeter Center West, Suite W212, Atlanta, GA 30338 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Second Lien Credit Agreement, dated as of December 2, 2013, among the Agent, the Lenders, Ascensus, Inc., a Delaware corporation ("Ascensus"), AJCF Holdings, LLC, a Delaware limited liability company ("Super HoldCo"), AJCF Corp., a Delaware corporation ("Holdings"), and its subsidiaries that are parties thereto (together with all exhibits and schedules there to and as the same may be amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), or as defined in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of December 2, 2013 (the "Security Agreement"), made by Ascensus, Super HoldCo, Holdings and certain of its subsidiaries, including Grantor, in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, pursuant to the Security Agreement, that certain Notice and Confirmation of Grant of Security Interest in Trademarks, dated December 2, 2013 between Grantor and Collateral Agent, was recorded in the United States Patent and Trademark Office on December 3, 2013, at Reel 5166, Frame 0458; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Pledged Trademarks: The term “Pledged Trademarks,” as used herein, shall mean all of the Grantor’s right, title and interest in and to all of the Grantor’s United States trademarks, service marks, trade names, trade dress or other indicia of trade origin or business identifiers, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in Schedule I attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements or dilutions thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), (iii) all other rights corresponding thereto and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto in the United States, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin or business identifiers, and (iv) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

2. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.


3. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the state of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

* * *

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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.

GCI CAPITAL MARKETS LLC, as Collateral Agent and as Administrative Agent

By: 
Name: *Marc C. Robinson*
Title: *Managing Director*

[Signature Page to Release of Security Interest in Trademarks 2nd Lien]

TRADEMARK
REEL: 005681 FRAME: 0087

SCHEDULE I

Trademark Registrations

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	TOTAL BENEFIT COMMUNICATIONS	2,233,369	03/23/1999