

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364544

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	8

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascensus, Inc.		12/03/2015	CORPORATION: DELAWARE
Total Benefit Communications, LLC		12/03/2015	LIMITED LIABILITY COMPANY: GEORGIA
ExpertPlan, Inc.		12/03/2015	CORPORATION: DELAWARE
Ascensus College Savings Recordkeeping Services, LLC		12/03/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, AG
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3651929	ASCENSUS
Registration Number:	4724945	ASCENSUS
Registration Number:	4724946	ASCENSUS
Registration Number:	4832593	ASCENSUS
Serial Number:	86173366	ASCENSUS
Serial Number:	86173326	ASCENSUS
Registration Number:	3644352	ASCENSUS
Registration Number:	4724947	ASCENSUS
Registration Number:	4724949	ASCENSUS
Registration Number:	4832595	ASCENSUS
Registration Number:	4832594	ASCENSUS
Serial Number:	86173396	ASCENSUS ALWAYS HAVE A PLAN
Registration Number:	3648277	PEOPLE MATTER. QUALITY FIRST. INTEGRITY
Registration Number:	2681039	IRADIRECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3020665	IRA SUPERTRAIN
Registration Number:	2830707	RETIREMENT CENTRAL
Registration Number:	3810501	SIMPLIFIER
Registration Number:	4655416	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	2233369	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	4744689	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	4086411	
Registration Number:	4223621	EXPERTNVEST
Registration Number:	4181673	EXPERTPLAN
Registration Number:	4053506	FUNDTRA(K)
Registration Number:	2675224	EXPERTPLAN
Serial Number:	86396364	UNITE
Serial Number:	86396352	UNITE
Serial Number:	86396342	UNITE

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

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: 11

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 3, 2015, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Agreement”), by Ascensus, Inc., a Delaware corporation (“Ascensus”), Total Benefit Communications, LLC, a Georgia limited liability company (“TBC”), ExpertPlan, Inc., a Delaware corporation (“ExpertPlan”) and Ascensus College Savings Recordkeeping Services, LLC, a Delaware limited liability company (“ACSRS”) (each, a “Grantor”) in favor of Credit Suisse AG (“CS”), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties.

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Agent, pursuant to which the Grantors have granted a security interest to the Agent in the Collateral (as defined below) and are required to execute and deliver this Agreement. The First Lien Lenders (as defined below) have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, inter alios, AqGen Island Holdings, Inc., a Delaware corporation (“Holdings”), AqGen Island Merger Sub, Inc., a Delaware corporation (“Merger Sub”), which on the Closing Date shall be merged with and into JCF Ascensus Holdings, Inc., a Delaware corporation (the “Target”), with Target surviving such merger, which on the Closing Date shall be renamed AqGen Island Intermediate Holdings, Inc. (the “Company”), the Borrowers from time to time party thereto, the Lenders from time to time party thereto, Credit Suisse AG (“CS”), in its capacities as administrative agent and collateral agent for the Lenders party thereto. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement and Section 4.03(c) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Second Lien Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor jointly and severally hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to as the “Collateral”):

- (a) all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) rights corresponding to any of the foregoing

("Trademarks"), including all Trademark registrations and applications for Trademark registration in the United States Patent and Trademark Office listed on Schedule I hereto;

(b) any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing ("Patents"), including all issued Patents and pending Patent applications in the United States Patent and Trademark Office listed on Schedule II hereto;

(c) all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments now or hereafter due or payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (e) rights corresponding to any of the foregoing ("Copyrights"), including all Copyright registrations and pending applications for Copyright registration in the United States Copyright Office listed on Schedule III;

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term "Collateral" (and any component definition thereof) shall not include any Excluded Asset. Notwithstanding anything to the contrary contained herein, immediately upon any property ceasing to be an Excluded Asset (including, without limitation, as a result of the ineffectiveness, lapse or termination of any restriction or condition on such property being pledged to secure the Secured Obligations), the Collateral shall include, and the relevant Grantor shall be deemed to have automatically granted a Lien on and security interest to the Agent for the benefit of the Secured Parties, all relevant previously restricted or conditioned rights, interests or other assets, as the case may be.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 5. Termination or Release. (a) This Agreement shall continue in effect until the Termination Date, and the Liens granted by each relevant Grantor hereunder shall be automatically released and each relevant Grantor shall automatically be released from its obligations hereunder in the circumstances described in Article 8 and Section 9.22 of the Second Lien Credit Agreement.

(b) In connection with any termination or release pursuant to paragraph (a) above, the Agent shall promptly execute (if applicable) and deliver to any Grantor, at such Grantor's expense, all UCC

termination statements, security interest termination and release agreements for filing with the United States Patent and Trademark Office or United States Copyright Office, as applicable, and similar documents that such Grantor shall reasonably request to evidence and/or effectuate such termination or release. Any execution and delivery of documents pursuant to this Section 5 shall be without recourse to or representation or warranty by the Agent or any other Secured Party. The Borrower shall reimburse the Agent for all costs and expenses, including any fees and expenses of counsel, incurred by it in connection with any action contemplated by this Section 5 pursuant to and to the extent required by Section 9.03(a) of the Second Lien Credit Agreement.

(c) The Agent shall have no liability whatsoever to any other Secured Party as the result of any release of Collateral by it in accordance with (or which the Agent in good faith believes to be in accordance with) the terms of this Section 5.

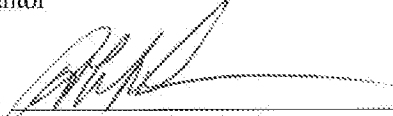
SECTION 6. **Counterparts.** This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7. **INTERCREDITOR AGREEMENT GOVERNS.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE AGENT FOR THE BENEFIT OF THE SECURED PARTIES IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE AGENT AND THE OTHER SECURED PARTIES WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASCENSUS, INC., as a
Grantor

By: 
Name: Robert Guillocheau
Title: President

TOTAL BENEFIT COMMUNICATIONS,
LLC, as a Grantor

By: 
Name: Robert Guillocheau
Title: Executive Vice President

EXPERTPLAN,
INC., as a Grantor

By: _____
Name: Shannon Kelly
Title: President

ASCENSUS COLLEGE SAVINGS
RECORDKEEPING SERVICES,
LLC, as a Grantor

By: _____
Name: Jeffrey Howkins
Title: President and Chief Executive Officer

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By:  _____
Name: Shannon Kelly
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Title: President

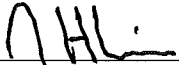
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LLC, as a Grantor

By: _____
Name: Robert Guillocheau
Title: Executive Vice President

EXPERTPLAN,
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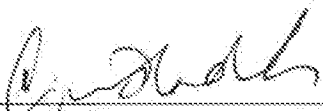
By: _____
Name: Shannon Kelly
Title: President

ASCENSUS COLLEGE SAVINGS
RECORDKEEPING SERVICES,
LLC, as a Grantor

By:  _____
Name: Jeffrey Howkins
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Agent

By:  _____


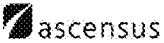


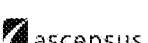
Name: Vipul Dhadha
Title: Authorized Signatory

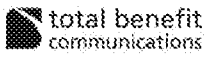



By:  _____

Name: D. Andrew Maletta
Title: Authorized Signatory

SCHEDULE I

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK REGISTRATION

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	Ascensus	77297707	10/5/2007	3,651,929	7/7/2009	Ascensus, Inc.
2.	Ascensus	86173308	1/23/2014	4724945	4/21/15	Ascensus, Inc.
3.	Ascensus	86173336	1/23/2014	4724946	4/21/2015	Ascensus, Inc.
4.	Ascensus	86173291	1/23/2014	4832593	10/13/2015	Ascensus, Inc.
5.	Ascensus	86173366	1/23/2014	N/A	N/A	Ascensus, Inc.
6.	Ascensus	86173326	1/23/2014	N/A	N/A	Ascensus, Inc.
7.		77340320	11/29/2007	3,644,352	6/23/2009	Ascensus, Inc.
8.		86173350	1/23/2014	4724947	4/21/2015	Ascensus, Inc.
9.		86173376	1/23/2014	4724949	4/21/2015	Ascensus, Inc.
10.		86173385	1/23/2014	4832595	10/13/2015	Ascensus, Inc.
11.		86173343	1/23/2014	4832594	10/13/2015	Ascensus, Inc.
12.	ASCENSUS ALWAYS HAVE A PLAN	86173396	1/23/2014	N/A	N/A	Ascensus, Inc.
13.	People Matter. Quality First. Integrity Always.®	77316730	10/30/2007	3,648,277	6/30/2009	Ascensus, Inc.
14.	IRAdirect	76409823	5/16/2002	2,681,039	1/28/2003	Ascensus, Inc.
15.	IRA Supertrain	78495520	10/6/2004	3,020,665	11/29/2005	Ascensus, Inc.
16.	Retirement Central	76976296	10/4/2000	2,830,707	4/6/2004	Ascensus, Inc.
17.	Simplifier	77868082	11/9/2009	3,810,501	6/29/2010	Ascensus, Inc.
18.	Total Benefit Communications	86173406	1/23/2014	4655416	12/16/2014	Total Benefit Communications, LLC
19.	Total Benefit	75296244	5/22/1997	2,233,369	3/23/1999	Total Benefit

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
	Communications					Communications, LLC
20.	 total benefit communications	86/194,181	2/14/2014	4744689	5/26/2015	ExpertPlan, Inc.
21.		85189011	12/2/2010	4,086,411	1/17/2012	ExpertPlan, Inc.
22.	ExpertNvest	77711295	4/10/2009	4,223,621	10/16/2012	ExpertPlan, Inc.
23.	EXPERTPLAN & Design	85188988	12/2/2010	4,181,673	7/31/2012	ExpertPlan, Inc.
24.	Fundra(k)	77827322	9/16/2009	4,053,506	11/8/2011	ExpertPlan, Inc.
25.	EXPERTPLAN	78116005	3/19/2002	2,675,224	1/14/2003	ExpertPlan, Inc.
26.		86396364	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC
27.		86396352	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC
28.	UNITE	86396342	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC

SCHEDULE II

U.S. PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE III

U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATION

None.

Schedule II-1