

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>SEQUENCE:</b>	4		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GCI Capital Markets LLC		12/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ascensus, Inc.		
<b>Street Address:</b>	2 Ridgedale Avenue, Suite 390		
<b>City:</b>	Cedar Knolls		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07927		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3651929	ASCENSUS	
<b>Registration Number:</b>	3644352	ASCENSUS	
<b>Registration Number:</b>	2681039	IRADIRECT	
<b>Registration Number:</b>	3020665	IRA SUPERTRAIN	
<b>Registration Number:</b>	3648277	PEOPLE MATTER. QUALITY FIRST. INTEGRITY	
<b>Registration Number:</b>	2830707	RETIREMENT CENTRAL	
<b>Registration Number:</b>	3810501	SIMPLIFIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	217730.2709		
<b>NAME OF SUBMITTER:</b>	Monique L. Ribando		

CH \$190.00 3651929

<b>SIGNATURE:</b>	/Monique L. Ribando/
<b>DATE SIGNED:</b>	12/03/2015
<b>Total Attachments: 4</b> source=TM Release 4#page1.tif source=TM Release 4#page2.tif source=TM Release 4#page3.tif source=TM Release 4#page4.tif	

**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 Ascensus, Inc., a Delaware corporation having a principal place of business at 2 Ridgedale Avenue Suite 390, Cedar Knolls, New Jersey 07927 (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, the Grantor, 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 the Grantor, Super HoldCo, Holdings and certain of its subsidiaries, 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 0410; 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.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 2<sup>nd</sup> Lien]

**TRADEMARK**  
**REEL: 005681 FRAME: 0336**

## SCHEDULE I

### Trademark Registrations

	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	ASCENSUS	3,651,929	07/07/2009
2.	ASCENSUS (and design)	3,644,352	06/23/2009
3.	IRAdirect	2,681,039	01/28/2003
4.	IRA Supertrain	3,020,665	11/29/2005
5.	PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.	3,648,277	06/30/2009
6.	Retirement Central	2,830,707	04/06/2004
7.	SIMPLIFIER	3,810,501	06/29/2010