

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM375395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conner Strong Buckelew & Companies, LLC		02/19/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	One Fountain Plaza		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86338469	BENEPORTAL PLUS HEALTHCARE REFORM, COMPL	
<b>Registration Number:</b>	3707603	BENEFISCAL APPROACH	
<b>Registration Number:</b>	4284994	BENEPORTAL	
<b>Registration Number:</b>	4102223	BENEVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125693000		
<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>	312-569-1000		
<b>Email:</b>	ipdocketchicago@dbr.com		
<b>Correspondent Name:</b>	Drinker Biddle & Reath LLP (MSD/MMJ)		
<b>Address Line 1:</b>	191 North Wacker Drive		
<b>Address Line 2:</b>	Suite 3700		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	M&T-CSB DEAL		
<b>NAME OF SUBMITTER:</b>	Melissa S. Dillenbeck		
<b>SIGNATURE:</b>	/Melissa S. Dillenbeck/		
<b>DATE SIGNED:</b>	03/03/2016		
<b>Total Attachments: 5</b>			

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT dated as of February 19, 2016 ("**Agreement**"), is made by and among CONNER STRONG & BUCKELEW COMPANIES, LLC, a New Jersey limited liability company ("**CSB**"), individually a "**Grantor**" and along with any Additional Grantor, collectively, "**Grantors**") and MANUFACTURERS AND TRADERS TRUST COMPANY, as agent (in such capacity, together with its successors and permitted assigns, the "**Agent**") for the Lenders, the Issuing Bank, and each other Secured Party (each as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Borrowers, the Lenders (as that term is defined in the Credit Agreement) and the Agent, the Lenders have agreed to extend credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor entered into that certain Security Agreement in order to induce the Lenders to enter into, and extend credit to, the Borrowers under the Credit Agreement and to secure their obligations as set forth in the Credit Agreement, pursuant to which Grantors have granted to the Agent on behalf of the Lenders a security interest and continuing lien on its right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement or Security Agreement, as applicable.

2. Grant of Security Interest in Collateral. The Grantor hereby grants to the Agent a security interest in all of its right, title and interest in, to and under the following Collateral: the trademark registrations and trademark applications listed in Schedule A and all goodwill of the business connected therewith (the "**Trademark Collateral**"), whether now owned or hereafter acquired, including all renewals and extensions of any of the foregoing; and all income, royalties, proceeds and liabilities, at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future, as applicable, infringement, misappropriation, dilution, violation, or other impairment thereof, as collateral security for the prompt and complete payment or

performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include, and no security interest shall be granted or attach hereunder with respect to, any "intent-to-use" application for registration of a trademark or service mark filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such time as a "Statement of Use" is filed with and duly accepted by the United States Patent and Trademark Office, at which point the Collateral shall include, and the security interest granted hereunder shall attach to, such application.

3. Rights. The Grantor hereby acknowledges and affirms the rights and remedies of the Agent with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. Termination. This Agreement shall terminate and the Lien on and security interest in the Collateral granted hereby shall be released upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations so long as no claim or demand for indemnification then exists or has been made) and termination of the Commitments. Upon the termination of this Agreement, the Agent shall execute all documents reasonably requested by the Grantor to evidence the release of the Lien on and security interests in the Collateral granted herein in a form sufficient to record such release.


5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall become effective when it shall have been executed by the Agent and when the Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York.

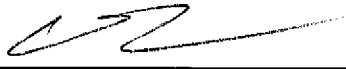
*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed by their respective duly authorized officers as of the date first above written.

CONNER STRONG & BUCKELEW  
COMPANIES, LLC

By:   
Name: John F. Muscella  
Title: Assistant Manager

MANUFACTURERS AND TRADERS TRUST  
COMPANY, in its capacity as Agent

By:   
Name: William R. Cornelius  
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005745 FRAME: 0043

SCHEDULE A - TRADEMARKS

<b>Mark/Name</b>	<b>Application/Filing Date Reg. No./Reg. Date</b>
<u>BENEFISCAL APPROACH</u>  <small>BENEFISCAL APPROACH</small>	App. No.:77571364 <b>Filed:</b> September 16, 2008  Reg. No.:3707603 <b>Registered:</b> November 10, 2009
<u>BENEPORTAL and Design</u>  <b>BenePortal</b>	App. No.:85502250 <b>Filed:</b> December 22, 2011  Reg. No.:4284994 <b>Registered:</b> February 5, 2013
<u>BENEPORTAL PLUS HEALTHCARE REFORM, COMPLIANCE &amp; WELLNESS RESOURCES and Design</u>  <b>BenePortal</b>	App. No.:86338469 (intent to use) <b>Filed:</b> July 16, 2014
<u>BENEVIEW</u>  <b>BENEVIEW</b>	App. No.:85366616 <b>Filed:</b> July 8, 2011  Reg. No.:4102223 <b>Registered:</b> February 21, 2012