

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390097

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEX Inc.		07/01/2016	Corporation: DELAWARE
Benaissance, LLC		07/01/2016	Limited Liability Company: NEBRASKA
WEX Health, Inc.		07/01/2016	Corporation: DELAWARE
Transplatinum Service, LLC		07/01/2016	Limited Liability Company: TENNESSEE
Electronic Funds Source LLC		07/01/2016	Limited Liability Company: UTAH
Truckers B2B, LLC		07/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	901 Main St., Mail Code: TX1-492-14-06
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	4802145	COBRAPOINT
Registration Number:	4802144	EXCHANGEPOINT
Registration Number:	4801299	FINANCIAL MANAGEMENT FOR AMERICA'S HEALT
Registration Number:	4647613	EXCHANGE POINT
Registration Number:	4647612	COBRAPOINT
Registration Number:	4615027	
Registration Number:	4615026	EXCHANGEPOINT
Registration Number:	4615025	
Registration Number:	4241949	SPMPOINT
Registration Number:	4237607	HBEPPOINT
Registration Number:	4044684	HBEPPOINT
Registration Number:	4003193	SPMPOINT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3613637	BENAISSANCE
Registration Number:	3613636	BENAISSANCE
Registration Number:	3571828	COBRAPOINT
Registration Number:	4879438	HEALTHCARE TRENDS INSTITUTE
Registration Number:	4238476	EVOLUTION1
Registration Number:	4242806	EVOLUTION1
Registration Number:	4238475	EVOLUTION1
Registration Number:	3151049	LIGHTHOUSE1 ONDEMAND
Registration Number:	3148724	LIGHTHOUSE1
Registration Number:	3264274	LIGHTHOUSE1
Registration Number:	2854894	BENNY
Registration Number:	3035000	PLUS NETWORK
Registration Number:	3561041	FLEET ONE
Registration Number:	2782822	TRUCKERS ADVANTAGE
Registration Number:	1899165	PLUSCHEK
Registration Number:	2240620	FLEETONE
Serial Number:	86846064	CROSS ROADS
Serial Number:	86842746	FLEET SMARTHUB
Serial Number:	86842679	DRIVERDASH
Serial Number:	86828568	FLEETDOCS
Serial Number:	86801647	FLEET CLEARVIEW
Registration Number:	4900775	WEX FLEXCARD
Serial Number:	86417077	WEX
Serial Number:	86417056	WEX
Registration Number:	4597810	WEX
Registration Number:	4597806	WEX
Registration Number:	4446447	WE SEE CORPORATE PAYMENTS DIFFERENTLY.
Registration Number:	4253771	
Registration Number:	4253764	OCTANE
Registration Number:	4253758	OCTANE
Registration Number:	4074249	TELAPOINT
Registration Number:	4156697	WEXSMART
Registration Number:	3798707	TELAPOINT A WRIGHT EXPRESS COMPANY
Registration Number:	3347331	TELAFUEL
Registration Number:	3347326	TELAPOINT
Registration Number:	2567233	W
Registration Number:	2353883	W WRIGHT EXPRESS
Registration Number:	2374743	WEXONLINE

Property Type	Number	Word Mark
Registration Number:	2218706	WEX
Registration Number:	2087636	WRIGHT EXPRESS
Registration Number:	1947273	WEXINDEX
Registration Number:	1955971	FLEET ANALYST
Registration Number:	1930701	THE FLEET CARD THAT'S DRIVING AMERICA'SB
Registration Number:	1796891	E-VAR
Serial Number:	86672045	T
Registration Number:	2807545	TRUCKERSB2B
Registration Number:	2829343	IT PAYS TO BE A MEMBER
Registration Number:	4969147	SECUREFUEL
Serial Number:	86208986	SECUREFUEL+
Serial Number:	86797182	DECIPHER+IQ
Serial Number:	86208992	
Serial Number:	86093748	SMARTER PAYMENTS START HERE.
Registration Number:	4965113	WHERE FLEET CARDS MEET TELEMATICS
Serial Number:	86093753	MOBILE MANAGER SOURCE
Serial Number:	86093738	MOBILE DRIVER SOURCE
Registration Number:	4629284	EFS MONEYCODE
Registration Number:	4629283	MONEYCODE
Registration Number:	4362614	ELECTRONIC FUNDS SOURCE
Registration Number:	4530165	EFS SMARTFUNDS
Registration Number:	4426090	EFS
Registration Number:	4426089	EFS ELECTRONIC FUNDS SOURCE
Registration Number:	4426088	EFS
Registration Number:	4273589	ELECTRONIC FUNDS SOURCE
Registration Number:	4143496	Z-CON
Registration Number:	4143448	Z CON
Registration Number:	3898879	DRIVE LINE
Registration Number:	3936359	TCH
Registration Number:	3905917	TRANSPORTATION CLEARING HOUSE
Registration Number:	3936358	TCH
Registration Number:	3898847	DRIVELINE
Registration Number:	2283192	E-STOP
Registration Number:	1716439	T-CARD

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

TRADEMARK

REEL: 005827 FRAME: 0354

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: Michael Violet
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/01/2016

Total Attachments: 12

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 1, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time) by the entities identified as pledgors on the signature pages hereto (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent for the Secured Parties pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a U.S. Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties (and, to the extent provided for in Article XII of the Security Agreement, for the benefit of the 2023 Senior Notes Holders), to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties (and, to the extent provided for in Article XII of the Security Agreement, for the benefit of the 2023 Senior Notes Holders) a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (the “Trademark Collateral”):

(a) United States registered and applied for Trademarks of such Pledgor, including those listed on Schedule I attached hereto;

(b) all goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing,

in each case, other than Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and

affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the security interest granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WEX INC.

By: 

Name: Roberto Simon
Title: Chief Financial Officer

BENAISSANCE, LLC

By: _____

Name: Lynda Godkin
Title: Secretary

WEX HEALTH, INC.

By: _____

Name: Lynda Godkin
Title: Secretary

TRANSPLATINUM SERVICE, LLC

By: _____

Name: Steven A. Elder
Title: Treasurer

[Signature Page to Trademark Security Agreement]


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Very truly yours,

WEX INC.

By: _____
Name: Roberto Simon
Title: Chief Financial Officer

BENAISSANCE, LLC

By:  _____
Name: Lynda Godkin
Title: Secretary

WEX HEALTH, INC.

By:  _____
Name: Lynda Godkin
Title: Secretary

TRANSPLATINUM SERVICE, LLC

By: _____
Name: Steven A. Elder
Title: Treasurer

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

WEX INC.

By: _____
Name: Roberto Simon
Title: Chief Financial Officer


BENAISSANCE, LLC

By: _____
Name: Lynda Godkin
Title: Secretary

WEX HEALTH, INC.


By: _____
Name: Lynda Godkin
Title: Secretary

TRANSPLATINUM SERVICE, LLC


By:  _____
Name: Steven A. Elder
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ELECTRONIC FUNDS SOURCE LLC

By: 
Name: Roberto Simon
Title: Treasurer

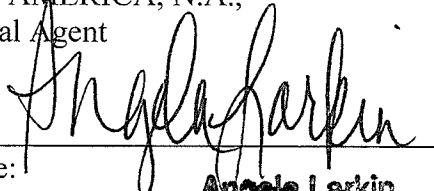
TRUCKERS B2B, LLC

By: 
Name: Roberto Simon
Title: Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Angela Larkin
Title: **Assistant Vice President**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	Benaissance, LLC	COBRAPOINT	86323544 06/28/2014	4802145 09/01/2015
2.	Benaissance, LLC	EXCHANGEPOINT	86323542 06/28/2014	4802144 09/01/2015
3.	Benaissance, LLC	FINANCIAL MANAGEMENT FOR AMERICA'S HEALTH BENEFITS	86149710 12/20/2013	4801299 08/25/2015
4.	Benaissance, LLC	EXCHANGE POINT	86061124 09/10/2013	4647613 12/02/2014
5.	Benaissance, LLC	COBRAPOINT	86061122 09/10/2013	4647612 12/02/2014
6.	Benaissance, LLC	DESIGN ONLY	86061127 09/10/2013	4615027 09/30/2014
7.	Benaissance, LLC	EXCHANGEPOINT	86061125 09/10/2013	4615026 09/30/2014
8.	Benaissance, LLC	DESIGN ONLY	86061121 09/10/2013	4615025 09/30/2014
9.	Benaissance, LLC	SPMPOINT	85590517 04/05/2012	4241949 11/13/2012
10.	Benaissance, LLC	HBEPPOINT	85590512 04/05/2012	4237607 11/06/2012
11.	Benaissance, LLC	HBEPPOINT	85274247 03/23/2011	4044684 10/25/2011
12.	Benaissance, LLC	SPMPOINT	77882026 11/30/2009	4003193 07/26/2011
13.	Benaissance, LLC	BENAISSANCE	77472063 05/12/2008	3613637 04/28/2009
14.	Benaissance, LLC	BENAISSANCE	77472046 05/12/2008	3613636 04/28/2009
15.	Benaissance, LLC	COBRAPOINT	77472055 05/12/2008	3571828 02/10/2009
16.	Evolution1, Inc.	HEALTHCARE TRENDS INSTITUTE	86379404 08/28/2014	4879438 01/05/2016
17.	Evolution1, Inc.	EVOLUTION1	85290345 04/08/2011	4238476 11/06/2012
18.	Evolution1, Inc.	EVOLUTION1	85290289 04/08/2011	4242806 11/13/2012
19.	Evolution1, Inc.	EVOLUTION1	85290205 04/08/2011	4238475 11/06/2012
20.	Evolution1, Inc.	LIGHTHOUSE1 ONDEMAND	78748591 11/07/2005	3151049 10/03/2006
21.	Evolution1, Inc.	LIGHTHOUSE1	78748583 11/07/2005	3148724 09/26/2006
22.	Evolution1, Inc.	LIGHTHOUSE1	78464306	3264274

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
			08/09/2004	07/17/2007
23.	Evolution1, Inc.	BENNY	78068527 06/11/2001	2854894 06/15/2004
24.	Transplatinum Service Corp.	PLUS NETWORK	78482370 09/13/2004	3035000 12/27/2005
25.	Transplatinum Service, LLC	FLEET ONE	77516573 07/08/2008	3561041 01/13/2009
26.	Transplatinum Service, LLC	TRUCKERS ADVANTAGE	76377246 02/27/2002	2782822 11/11/2003
27.	Transplatinum Service, LLC	PLUSCHEK	74374253 03/30/1993	1899165 06/13/1995
28.	Transplatinum Service, LLC	FLEETONE	75438077 02/20/1998	2240620 04/20/1999
29.	WEX Inc.	CROSS ROADS	86846064 12/11/2015	Pending ITU
30.	WEX Inc.	FLEET SMARTHUB	86842746 12/08/2015	Pending ITU
31.	WEX Inc.	DRIVERDASH	86842679 12/08/2015	Pending ITU
32.	WEX Inc.	FLEETDOCS	86828568 11/23/2015	Pending ITU
33.	WEX Inc.	FLEET CLEARVIEW	86801647 10/28/2015	Pending ITU
34.	WEX Inc.	WEX FLEXCARD	86637926 05/21/2015	4900775 02/16/2016
35.	WEX Inc.	WEX	86417077 10/07/2014	Pending ITU
36.	WEX Inc.	WEX	86417056 10/07/2014	Pending ITU
37.	WEX Inc.	WEX	85746631 10/05/2012	4597810 09/02/2014
38.	WEX Inc.	WEX	85742765 10/01/2012	4597806 09/02/2014
39.	WEX Inc.	WE SEE CORPORATE PAYMENTS DIFFERENTLY.	85778123 11/13/2012	4446447 12/10/2013
40.	WEX Inc.	DESIGN ONLY	85602593 04/19/2012	4253771 12/04/2012
41.	WEX Inc.	OCTANE	85602537 04/19/2012	4253764 12/04/2012
42.	WEX Inc.	OCTANE	85602419 04/19/2012	4253758 12/04/2012
43.	WEX Inc.	TELAPOINT	85337185 06/03/2011	4074249 12/20/2011
44.	WEX Inc.	WEXSMART	85312525 05/04/2011	4156697 06/12/2012
45.	WEX Inc.	TELAPOINT A WRIGHT EXPRESS COMPANY	77804007 08/13/2009	3798707 06/08/2010
46.	WEX Inc.	TELAFUEL	77129498 03/13/2007	3347331 12/04/2007
47.	WEX Inc.	TELAPOINT	77129457 03/13/2007	3347326 12/04/2007

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
48.	WEX Inc.	W	76256863 05/14/2001	2567233 05/07/2002
49.	WEX Inc.	W WRIGHT EXPRESS	75786021 08/26/1999	2353883 05/30/2000
50.	WEX Inc.	WEXONLINE	75664674 03/22/1999	2374743 08/08/2000
51.	WEX Inc.	WEX	75388852 11/12/1997	2218706 01/19/1999
52.	WEX Inc.	WRIGHT EXPRESS	75154938 08/23/1996	2087636 08/12/1997
53.	WEX Inc.	WEXINDEX	74446449 10/12/1993	1947273 01/09/1996
54.	WEX Inc.	FLEET ANALYST	74603215 11/16/1994	1955971 02/13/1996
55.	WEX Inc.	THE FLEET CARD THAT'S DRIVING AMERICA'S BUSINESS	74490274 02/15/1994	1930701 10/31/1995
56.	WEX Inc.	E-VAR	74276668 05/18/1992	1796891 10/05/1993
57.	Truckers B2B, LLC	T	86672045 06/23/2015	
58.	Truckers B2B, LLC	TRUCKERSB2B	76455364 09/23/2002	2807545 01/20/2004
59.	Truckers B2B, LLC	IT PAYS TO BE A MEMBER	76454915 09/23/2002	2829343 04/06/2004
60.	Electronics Funds Source LLC	SECUREFUEL	86093744 10/17/2013	4969147 05/31/20016
61.	Electronics Funds Source LLC	SECUREFUEL+	86208986 03/03/2014	Pending ITU
62.	Electronics Funds Source LLC	DECIPHER+IQ	86797182 10/23/2015	
63.	Electronics Funds Source LLC	DESIGN ONLY	86208992 03/03/2014	Pending ITU
64.	Electronics Funds Source LLC	SMARTER PAYMENTS START HERE.	86093748 10/17/2013	Pending ITU
65.	Electronics Funds Source LLC	WHERE FLEET CARDS MEET TELEMATICS	86248408 04/10/2014	4965113 05/24/2016
66.	Electronics Funds Source LLC	MOBILE MANAGER SOURCE	86093753 10/17/2013	Pending ITU
67.	Electronics Funds Source LLC	MOBILE DRIVER SOURCE	86093738 10/17/2013	Pending ITU
68.	Electronics Funds Source LLC	EFS MONEYCODE	85835169 01/29/2013	4629284 10/28/2014
69.	Electronics Funds Source LLC	MONEYCODE	85835165 01/29/2013	4629283 10/28/2014
70.	Electronics Funds Source LLC	ELECTRONIC FUNDS SOURCE	85977903 01/11/2012	4362614 07/02/2013
71.	Electronics Funds Source LLC	EFS SMARTFUNDS	85626775 05/16/2012	4530165 05/13/2014
72.	Electronics Funds Source LLC	EFS	85514369 01/11/2012	4426090 10/29/2013
73.	Electronics Funds Source LLC	EFS ELECTRONIC FUNDS SOURCE	85514367 01/11/2012	4426089 10/29/2013

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
74.	Electronics Funds Source LLC	EFS	85514364 01/11/2012	4426088 10/28/2013
75.	Electronics Funds Source LLC	ELECTRONIC FUNDS SOURCE	85514359 01/11/2012	4273589 01/08/2013
76.	Electronics Funds Source LLC	Z-CON	85129926 09/15/2010	4143496 05/15/2012
77.	Electronics Funds Source LLC	Z CON	85112048 08/20/2010	4143448 05/15/2012
78.	Electronics Funds Source LLC	DRIVE LINE	77889723 12/09/2009	3898879 01/04/2011
79.	Electronics Funds Source LLC	TCH	77886790 12/04/2009	3936359 03/29/2011
80.	Electronics Funds Source LLC	TRANSPORTATION CLEARING HOUSE	77886787 12/04/2009	3905917 01/11/2011
81.	Electronics Funds Source LLC	TCH	77886779 12/04/2009	3936358 03/29/2011
82.	Electronics Funds Source LLC	DRIVELINE	77884814 12/02/2009	3898847 01/04/2011
83.	Electronics Funds Source LLC	E-STOP	75533841 08/10/1998	2283192 10/05/1999
84.	Electronics Funds Source LLC	T-CARD	74202581 09/12/1991	1716439 09/15/1992