

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcend Technologies Group, Inc., (as assignor)		08/04/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Benefit Express Services, LLC		
Street Address:	1700 E. Golf Road		
Internal Address:	Suite 1000		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3119046	BENEFITSCONNECT	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	212-859-8000		
Email:	alana.berrocal@friedfrank.com		
Correspondent Name:	Alana Berrocal		
Address Line 1:	1 New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
NAME OF SUBMITTER:	Alana Berrocal		
SIGNATURE:	/Alana Berrocal/		
DATE SIGNED:	08/09/2016		
Total Attachments: 8			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment"), effective as of August 4, 2016, is entered into by and between the parties identified as Transcend Technologies Group, Inc. ("Assignor"), and Benefit Express Services, LLC ("Assignee").

WHEREAS, Assignor is the owner of those certain copyrights and copyright applications identified on Schedule A attached hereto ("Assigned Copyrights"); those certain trademark registrations and applications identified on Schedule B attached hereto ("Assigned Trademarks"); those certain internet domain name registrations identified on Schedule C attached hereto ("Assigned Domain Names");

WHEREAS, pursuant to that certain Asset Purchase Agreement, by and among Assignor, Assignee and Troy Underwood (the "Purchase Agreement"), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, substantially all of Assignor's assets (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title, and interest in and to all of Assignor's Intellectual Property, including the Assigned Copyrights, the Assigned Trademarks, and the Assigned Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Copyrights. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Copyrights (as identified on Schedule A), the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Copyrights and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Copyrights.

3. Conveyance and Acceptance of Assigned Trademarks. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks (as identified on Schedule B), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Trademarks, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Trademarks and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Trademarks.

4. Conveyance and Acceptance of Assigned Domain Names. Assignor hereby sells, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Domain Names (as identified on Schedule C), the goodwill of the business connected to and associated with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present, or future infringement thereof, the right to secure registration of such Assigned Domain Names and of this Assignment, and the right to initiate other proceedings before all Governmental Authorities with respect to such Assigned Domain Names.

5. Recordation.

a. Authorization. Assignor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Trademarks, and any other sovereign official holding a corresponding position of authority in any other state or country, record this Assignment. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to its Assigned Copyrights and Assigned Trademarks.

b. Domain Names. Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of Assignee ownership of and administrative contact for all of the Assigned Domain Names transferred to it hereunder. Assignor will, at Assignee's request and expense, take any and all reasonable actions, including without limitation, the execution, acknowledgment, and delivery of any and all documents, that Assignee may reasonably request to record and perfect Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at Assignee's request and expense Assignor will cooperate with Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Domain Names to Assignee.

6. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity, and performance.

7. Counterparts. This Assignment may be executed by facsimile signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

8. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, and assignment effectuated hereby is subject in all respects to the


terms and conditions of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Assignor or Assignee, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

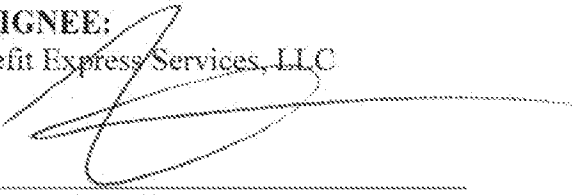
Transcend Technologies Group, Inc.

By: 
Name: Troy Underwood
Title: President

{Signature Page to Assignment of Intellectual Property}

TRADEMARK
REEL: 005851 FRAME: 0418

ASSIGNEE:
Benefit Express Services, LLC

By: 
Name: Michael Sternklar
Title: CEO

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 005851 FRAME: 0419

SCHEDULE A
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Copyright

Full Title	Copyright No.	Publication Date
BenefitsCONNECT 4.3	TX0008203868	February 1, 2010

SCHEDULE B
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Trademark

Mark	Country	App. No.	File Date	Reg. No.	Reg. Date
BENEFITSCONNECT	US	78255364	May 28, 2003	3119046	July 25, 2006

SCHEDULE C
to
ASSIGNMENT OF INTELLECTUAL PROPERTY

Domain Names

Service	Account Number	Type	Account Holder	Auto Renew	Expr.
benefitsconnect.net	23169306	Private Registration	Transcend Technologies Group	Yes	3/11/2017
groupbenefitsmanager.com	23169306	Private Registration	Transcend Technologies Group	Yes	7/3/2017
transcendtechgroup.com	23169306	Private Registration	Transcend Technologies Group	Yes	3/11/2017
benefitsconnect.com	23169306	Domain Name	Transcend Technologies Group	Yes	11/1/2016
benefitsconnet.net	23169306	Domain Name	Transcend Technologies Group	Yes	10/14/2016
groupbenefitsmanager.com	23169306	Domain Name	Transcend Technologies Group	Yes	9/13/2017
Transcendtechgroup.com	23169306	Domain Name	Transcend Technologies Group	Yes	3/4/2017