

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408128

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Communities Institute Corporation		12/07/2016	Corporation: CALIFORNIA
Xerox Business Services, LLC		12/07/2016	Limited Liability Company: DELAWARE
Bunch CareSolutions LLC		12/07/2016	Limited Liability Company: DELAWARE
Buck Consultants, LLC		12/07/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	Mail code NY1-C413, 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 57			
Property Type	Number	Word Mark	
Registration Number:	2913429	ADVANTAGE	
Registration Number:	3714779	ALM EXPRESS	
Registration Number:	3687832	ALM EXPRESS	
Registration Number:	2542117	BUCK	
Registration Number:	1141439	BUCK CONSULTANTS	
Registration Number:	2590226	BUCK CONSULTANTS	
Registration Number:	3585681	BUCK CONSUMERISM INDEX	
Registration Number:	3406494	BUCK KWASHA	
Registration Number:	3370569	CARDS	
Registration Number:	3723981	CAREER, HEALTH, AND WEALTH	
Registration Number:	4340846	CHNA SYSTEM	
Registration Number:	4568138	CHOOSE USE IMPROVE	
Serial Number:	87056065	CONDUENT	
Serial Number:	87181041	CONDUENT	
TRADEMARK			

OP \$1440.00 2913429

Property Type	Number	Word Mark
Serial Number:	87180276	
Serial Number:	87180328	
Registration Number:	3759027	CONSUMERISM 360°
Registration Number:	3759026	CONSUMERISM 360°
Registration Number:	3578279	DEMOGRAPHER
Registration Number:	3569805	DESIGNER
Registration Number:	3292134	DESIGNLOGIC
Registration Number:	4854048	DOCRIGHT
Registration Number:	3741400	EACTUARY
Serial Number:	87056883	EVIGEN
Registration Number:	1928297	FOR YOUR INFORMATION
Registration Number:	4571718	FROM HIRE THROUGH RETIRE
Registration Number:	2951651	FYI
Registration Number:	3188303	GLOBAL VIEW
Registration Number:	3642432	GLOBAL VIEW
Registration Number:	3736111	GLOBAL VISION
Registration Number:	4071150	GREENSPOT
Registration Number:	3712741	HEALTHY 401(K)
Registration Number:	4356299	HEALTHY COMMUNITIES INSTITUTE
Registration Number:	4345132	HEALTHY COMMUNITIES NETWORK
Registration Number:	3363375	INSIGHT
Registration Number:	4138347	INSIGHTFUL THINKING. REAL-WORLD SOLUTION
Registration Number:	2645859	IQUANTIC
Registration Number:	3346364	LEGISLATE
Registration Number:	4135536	LVP
Registration Number:	4123014	MY MOBILE BENEFITS
Registration Number:	3594452	ONPOINT
Registration Number:	4909848	PENSION RISK NAVIGATOR
Registration Number:	4681378	RETIREEZONE
Registration Number:	4295180	RETIREMENT PLAN ALIVE AUDIT
Registration Number:	2596199	RETIREMENT PROGRAM DESIGNER
Registration Number:	3569398	RETIREMENT PROGRAM DESIGNER
Registration Number:	4421353	RIGHTOPT
Registration Number:	4282622	RPAA
Registration Number:	4875572	SAVINCENT
Registration Number:	4666186	SAVINGS INSIGHT
Registration Number:	3034677	SEVERANCE SOLUTION
Registration Number:	4784929	SOCIONEEDS INDEX

Property Type	Number	Word Mark
Registration Number:	3353705	TOTAL MESSAGING
Registration Number:	3884286	BENEFITS GENIE
Registration Number:	4052920	BUCK BENEFITS
Registration Number:	3105295	FLEX-LTI
Registration Number:	4199639	NFR

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.

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: 12/08/2016

Total Attachments: 12

source=Conduent- Trademark Security Agreement [Executed]#page1.tif
source=Conduent- Trademark Security Agreement [Executed]#page2.tif
source=Conduent- Trademark Security Agreement [Executed]#page3.tif
source=Conduent- Trademark Security Agreement [Executed]#page4.tif
source=Conduent- Trademark Security Agreement [Executed]#page5.tif
source=Conduent- Trademark Security Agreement [Executed]#page6.tif
source=Conduent- Trademark Security Agreement [Executed]#page7.tif
source=Conduent- Trademark Security Agreement [Executed]#page8.tif
source=Conduent- Trademark Security Agreement [Executed]#page9.tif
source=Conduent- Trademark Security Agreement [Executed]#page10.tif
source=Conduent- Trademark Security Agreement [Executed]#page11.tif
source=Conduent- Trademark Security Agreement [Executed]#page12.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 7, 2016, among BUCK CONSULTANTS, LLC, BUNCH CARESOLUTIONS LLC, HEALTHY COMMUNITIES INSTITUTE CORPORATION, XEROX BUSINESS SERVICES, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”) and JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors and the Administrative Agent are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative 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 Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated therewith or symbolized thereby;
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill; and
- (c) all Proceeds of any and all of the foregoing (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 Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than (i) obligations under any Secured Hedge Agreements, (ii) obligations under any Bilateral Letter of Credit Facilities, (iii) any Cash Management Obligations and (iv) contingent reimbursement and indemnification obligations not yet accrued and payable) and termination of the Security Agreement or the disposition of any Trademark in which a security interest is granted under this Trademark Security Agreement, the Administrative 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 or those that are the subject of such disposition, as the case may be, under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or .pdf shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

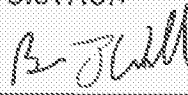
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York (without regard to the conflict of law principles thereof to the extent that the application of the laws of another jurisdiction would be required thereby).

[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,

HEALTHY COMMUNITIES INSTITUTE
CORPORATION

By: 

Name: Brian Walsh

Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005942 FRAME: 0193

XEROX BUSINESS SERVICES, LLC

By: Brian Walsh
Name: Brian Walsh
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005942 FRAME: 0194

BUNCH CARESOLUTIONS LLC,

By: 

Name: J. Michael Peffer


Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 005942 FRAME: 0195

BUCK CONSULTANTS, LLC

By: 
Name: J. Michael Peffer
Title: Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: John G. Kowaleczuk
Title: Executive Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005942 FRAME: 0197

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations/Applications:

<u>MARK NAME</u>	<u>OWNERS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
ADVANTAGE	BUCK CONSULTANTS LLC ¹	75919012	2913429
ALM EXPRESS	BUCK CONSULTANTS LLC	77721501	3714779
ALM EXPRESS	BUCK CONSULTANTS LLC	77721511	3687832
BUCK	BUCK CONSULTANTS LLC	75709174	2542117
BUCK CONSULTANTS	BUCK CONSULTANTS LLC	73184096	1141439
BUCK CONSULTANTS	BUCK CONSULTANTS LLC	75709349	2590226
BUCK CONSUMERISM INDEX	BUCK CONSULTANTS LLC	77394385	3585681
BUCK KWAHSA	BUCK CONSULTANTS LLC	78365890	3406494
CARDS	BUCK CONSULTANTS LLC	78807426	3370569
CAREER, HEALTH AND WEALTH	BUCK CONSULTANTS LLC	77630798	3723981
CHNA SYSTEM	HEALTHY COMMUNITIES INSTITUTE CORPORATION	85524291	4340846
CHOOSE USE IMPROVE	BUCK CONSULTANTS LLC	86140387	4568138

¹ Released by Citicorp USA, Inc. to ACS Marketing, L.P. on May 23, 2014 at reel/frame 5285/744.

<u>MARK NAME</u>	<u>OWNERS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
CONDUENT	XEROX BUSINESS SERVICES, LLC	87056065	Pending ITU
CONDUENT & LOGO (HORIZONTAL)	XEROX BUSINESS SERVICES, LLC	87181041	Pending ITU
CONDUENT LOGO (COLOR BLACK CLAIMED)	XEROX BUSINESS SERVICES, LLC	87180276	Pending ITU
CONDUENT LOGO (COLOR ORANGE CLAIMED)	XEROX BUSINESS SERVICES, LLC	87180328	Pending ITU
CONSUMERISM 360 DEGREES	BUCK CONSULTANTS LLC	77657251	3759027
CONSUMERISM 360 DEGREES	BUCK CONSULTANTS LLC	77657249	3759026
DEMOGRAPHER	BUCK CONSULTANTS LLC	77516697	3578279
DESIGNER	BUCK CONSULTANTS LLC	77507675	3569805
DESIGNLOGIC	BUCK CONSULTANTS LLC	78841666	3292134
DOCRIGHT	BUCK CONSULTANTS LLC	86446699	4854048
EACTUARY	BUCK CONSULTANTS LLC	77803195	3741400
EVIGEN	XEROX BUSINESS SERVICES, LLC	87056883	Pending ITU
FOR YOUR INFORMATION	BUCK CONSULTANTS LLC	74599655	1928297
FROM HIRE THROUGH RETIRE	BUCK CONSULTANTS LLC	86140423	4571718
FYI	BUCK CONSULTANTS LLC	78394376	2951651
GLOBAL VIEW	BUCK CONSULTANTS LLC ²	76644160	3188303

² Released by Citicorp USA, Inc. to ACS Marketing, L.P. on May 23, 2014 at reel/frame 5285/744.

<u>MARK NAME</u>	<u>OWNERS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
GLOBAL VIEW	BUCK CONSULTANTS LLC	77544661	3642432
GLOBAL VISION	BUCK CONSULTANTS LLC	77662481	3736111
GREENSPOT	BUCK CONSULTANTS LLC	77887347	4071150
HEALTHY 401(K)	BUCK CONSULTANTS LLC	77402970	3712741
HEALTHY COMMUNITIES INSTITUTE	HEALTHY COMMUNITIES INSTITUTE CORPORATION	85522436	4356299
HEALTHY COMMUNITIES NETWORK	HEALTHY COMMUNITIES INSTITUTE CORPORATION	85527670	4345132
INSIGHT	BUCK CONSULTANTS LLC	78737949	3363375
INSIGHTFUL THINKING. REAL-WORLD SOLUTIONS.	BUCK CONSULTANTS LLC	85413785	4138347
IQUANTIC	BUCK CONSULTANTS LLC	78081282 ³	2645859
LEGISLATE	BUCK CONSULTANTS LLC	76656489	3346364
LVP	BUCK CONSULTANTS LLC	85428905	4135536
MY MOBILE BENEFITS	BUCK CONSULTANTS LLC	85289039	4123014
ONPOINT	BUCK CONSULTANTS LLC	77541669	3594452
PENSION RISK NAVIGATOR	BUCK CONSULTANTS LLC	86486318	4909848

³ Outstanding lien mistakenly not released by Citicorp USA, Inc. (security interest executed and recorded on 3/20/2006 at reel/frame 3272/0402)

<u>MARK NAME</u>	<u>OWNERS</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>
RETIREEZONE	BUCK CONSULTANTS LLC	86310917	4681378
RETIREMENT PLAN ALIVE AUDIT	BUCK CONSULTANTS LLC	85653138	4295180
RETIREMENT PROGRAM DESIGNER	BUCK CONSULTANTS LLC	75846327	2596199
RETIREMENT PROGRAM DESIGNER	BUCK CONSULTANTS LLC	77470555	3569398
RIGHTOPT	BUCK CONSULTANTS LLC	85865987	4421353
RPAА	BUCK CONSULTANTS LLC	85653165	4282622
SAVINCENT	BUCK CONSULTANTS LLC	86423395	4875572
SAVINGS INSIGHT	BUCK CONSULTANTS LLC	86224281	4666186
SEVERANCE SOLUTION	BUCK CONSULTANTS LLC	78433149	3034677
SOCIONEEDS INDEX	HCI CORPORATION	86461855	4784929
TOTAL MESSAGING	BUCK CONSULTANTS LLC	78737961	3353705
BENEFITS GENIE	BUCK CONSULTANTS LLC	77926678	3884286
BUCK BENEFITS	BUCK CONSULTANTS LLC	85292537	4052920
FLEX-LTI	BUCK CONSULTANTS LLC	78976850	3105295
NFR	BUNCH CARESOLUTIONS LLC	85331630	4199639