

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM410896

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SunTrust Bank, as Administrative Agent		12/29/2016	NATIONAL ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hodges-Mace, LLC		
<b>Street Address:</b>	5775-D Glenridge Drive		
<b>Internal Address:</b>	Suite 350		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30328		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85179604	DELIVERING A BETTER BENEFIT EXPERIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	704 503 2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	KING & SPALDING		
<b>Address Line 1:</b>	100 N TRYON STREET		
<b>Address Line 2:</b>	SUITE 3900		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	52990.515054		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug/		
<b>DATE SIGNED:</b>	01/03/2017		
<b>Total Attachments: 4</b>			
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## TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of December 29, 2016 (this "Termination"), SUNTRUST BANK, (the "Secured Party"), as Administrative Agent for the Secured Parties (as defined in the Security Agreement referenced below), in favor of HODGES MACE HOLDINGS, LLC, a Delaware limited liability company, SMARTBEN, INC., a Delaware corporation ("Grantor"), unless otherwise defined herein, capitalized terms defined in the Credit Agreement or the Security Agreement referred to below and used herein have the meanings given to them in the Credit Agreement or the Security Agreement, respectively.

**WHEREAS**, pursuant to the terms of that certain Credit Agreement, dated as of June 23, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hodges-Mace, LLC, a Delaware limited liability company ("Hodges-Mace" or the "Borrower Representative"), Smartben, Inc., a Delaware corporation ("SmartBen", and together with Hodges-Mace, the "Borrower"), Hodges Mace Holdings, LLC, a Delaware limited liability company ("Parent"), and the LENDERS party hereto and Suntrust Bank, as Administrative Agent, Issuing Bank and Swingline Lender for the Lenders hereunder (in such capacity, the "Administrative Agent") and the Agent, the Lenders provided a credit facility to the Borrower;

**WHEREAS**, pursuant to the terms of that certain Security Agreement dated as of June 23, 2015, by and among the Secured Party, the Grantor and the other grantors named therein (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Secured Party a continuing security interest and continuing lien on the Trademark Collateral (as defined below);

**WHEREAS**, the Grantor, pursuant to a Notice of Security Interest in Trademarks, dated as of June 23, 2015, by and among the Agent and the Grantor (the "Trademark Security Agreement"), granted to the Agent for the benefit of the Secured Parties a continuing security interest in and continuing lien on all of Grantor's right, title and interest in and to the following to the extent the following constitutes Collateral of the Grantor, in each case whether then owned or thereafter acquired or arising, and wherever located (the "Trademark Collateral"): the trademarks, trademark licenses and trademark applications on Schedule I hereto.

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 25, 2015, at Reel 005560 Frame No. 0395; and

**WHEREAS**, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral (including, without limitation, the Trademark Collateral identified on Schedule I attached hereto).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Release of Lien. The Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels and releases any and all mortgages, liens, and security interests that is has in, to and under the Trademark Collateral.
2. Authorization to Record. The Agent authorizes and requests that the United States Patent and Trademark Office and any applicable government officer record this Termination.
3. Further Assurances. The Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Termination, all at the sole expense of the Grantor.
4. Governing Law. This Termination shall be governed by, and construed and enforced in accordance with, the law of the State of New York.

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**IN WITNESS WHEREOF**, the Agent has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

**SUNTRUST BANK,**  
as Administrative Agent

By: V. N. Desai

Name: Vinay Desai

Title: Director

[SIGNATURE PAGE TO TRADEMARK RELEASE]

SCHEDULE I

Trademarks

<u>Image</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Name of Grantor</u>
<i>Delivering a Better Benefit Experience</i>	<i>Delivering a Better Benefit Experience</i>	85179604	11/18/2010	3993130	07/12/2011	Hodges-Mace, LLC

Trademark Licenses

None.