

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewitt Associates LLC		05/01/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	One Independence Center, 101 N Tryon St.		
Internal Address:	Mail Code: NC1-001-05-46		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	2848154	ACCESSDIRECT	
Registration Number:	823778	BENEFACTS	
Registration Number:	1782913	BENEFACTS	
Registration Number:	5092582	CONSUMER HEALTH MINDSET	
Registration Number:	4788113	DC NEXUS	
Registration Number:	4609092	DEFERRALSELECT	
Registration Number:	2802191	DEFERRALSELECT.COM	
Registration Number:	2517397	EXPRESSNOW	
Registration Number:	4982631	FINANCIAL MINDSET	
Registration Number:	3048194	HR WORKWAYS	
Registration Number:	4769033	IS THAT ME?	
Registration Number:	4612982	MYDEFERRALSELECT	
Registration Number:	2951951	MYHR	
Registration Number:	3039550	OWN YOUR FINANCIAL FUTURE	
Registration Number:	4964719	PAY U	
Registration Number:	4964696	PERFORMANCE U	
Registration Number:	3790175	PLAN-GUARD	
Registration Number:	4075653	PLAN-SMART	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	5042387	REAL FUTURE
Registration Number:	4177168	REIMBURSE ME
Registration Number:	5079890	TAPQUIZ
Registration Number:	4615285	UPOINT
Registration Number:	4984848	UPOINT
Registration Number:	5060394	UPOINT
Registration Number:	5048155	WORKFORCE MINDSET
Registration Number:	4540844	YOUR COVERAGE RESOURCES

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: 05/02/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 1, 2017, by Hewitt Associates LLC (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of May 1, 2017 (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 Grantor is 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, to enter into the Credit Agreement, the Grantor hereby agrees 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. The Grantor hereby pledges and grants to the Collateral 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 (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 the Grantor hereby acknowledges and affirms 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. 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 termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

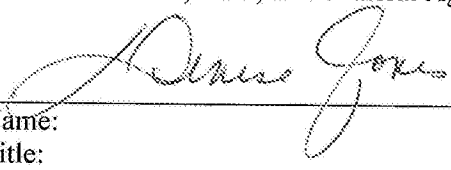
HEWITT ASSOCIATES LLC

By: 
Name: Chris Michalak
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

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

By: 
Name: _____
Title:

Denise Jones
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
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**Schedule I
Trademark Registrations and Applications**

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	ACCESSDIRECT and Design	Hewitt Associates LLC	76/322,918	10/8/2001	2,848,154	6/1/2004
UNITED STATES	BENEFACCTS	Hewitt Associates LLC	72/238,594	2/11/1966	823,778	2/7/1967
UNITED STATES	BENEFACCTS	Hewitt Associates LLC	74/273,385	5/8/1992	1,782,913	7/20/1993
UNITED STATES	CONSUMER HEALTH MINDSET	Hewitt Associates LLC	86/775,568	10/1/2015	5,092,582	11/29/2016
UNITED STATES	DC NEXUS	Hewitt Associates LLC	85/948,765	6/3/2013	4,788,113	8/11/2015
UNITED STATES	DEFERRALSELECT	Hewitt Associates LLC	86/186,066	2/6/2014	4,609,092	9/23/2014
UNITED STATES	DEFERRALSELECT.COM	Hewitt Associates LLC	76/499,636	3/21/2003	2,802,191	1/6/2004
UNITED STATES	EXPRESSNOW	Hewitt Associates LLC	76/259,489	5/21/2001	2,517,397	12/11/2001
UNITED STATES	FINANCIAL MINDSET	Hewitt Associates LLC	86/775,565	10/1/2015	4,982,631	6/21/2016
UNITED STATES	HR WORKWAYS	Hewitt Associates LLC	76/624,587	12/16/2004	3,048,194	1/24/2006
UNITED STATES	IS THAT ME?	Hewitt Associates LLC	85/745,386	10/4/2012	4,769,033	7/7/2015
UNITED STATES	MYDEFERRALSELECT	Hewitt Associates LLC	86/186,060	2/6/2014	4,612,982	9/30/2014
UNITED STATES	MYHR	Hewitt Associates LLC	75/910,651	2/2/2000	2,951,951	5/17/2005
UNITED STATES	OWN YOUR FINANCIAL FUTURE	Hewitt Associates LLC	76/619,797	11/8/2004	3,039,550	1/10/2006

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	PAY U	Hewitt Associates LLC	86/857,005	12/22/2015	4,964,719	5/24/2016
UNITED STATES	PERFORMANCE U	Hewitt Associates LLC	86/837,335	12/2/2015	4,964,696	5/24/2016
UNITED STATES	PLAN-GUARD	Hewitt Associates LLC	77/842,641	10/6/2009	3,790,175	5/18/2010
UNITED STATES	PLAN-SMART	Hewitt Associates LLC	77/839,996	10/2/2009	4,075,653	12/27/2011
UNITED STATES	REAL FUTURE	Hewitt Associates LLC	86/674,219	6/25/2015	5,042,387	9/13/2016
UNITED STATES	REIMBURSE ME	Hewitt Associates LLC	85/498,425	12/19/2011	4,177,168	7/17/2012
UNITED STATES	TAPQUIZ	Hewitt Associates LLC	86/796,359	10/22/2015	5,079,890	11/8/2016
UNITED STATES	UPOINT	Hewitt Associates LLC	86/162,131	1/10/2014	4,615,285	9/30/2014
UNITED STATES	UPOINT and Design (Black & White)	Hewitt Associates LLC	86/597,098	4/14/2015	4,984,848	6/21/2016
UNITED STATES	UPOINT and Design (Color)	Hewitt Associates LLC	86/597,114	4/14/2015	5,060,394	10/11/2016
UNITED STATES	WORKFORCE MINDSET	Hewitt Associates LLC	86/775,413	10/1/2015	5,048,155	9/27/2016
UNITED STATES	YOUR COVERAGE RESOURCES	Hewitt Associates LLC	86/019,487	7/25/2013	4,540,844	5/27/2014

TRADEMARK

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RECORDED: 05/02/2017