

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM426235

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Alegeus Technologies, LLC		04/28/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4444762	ALEGEUS	
<b>Registration Number:</b>	4426468	ALEGEUS	
<b>Registration Number:</b>	4448672	ALEGEUS TECHNOLOGIES	
<b>Registration Number:</b>	4433592	ALEGEUS TECHNOLOGIES	
<b>Serial Number:</b>	86512404	GIVE US TWO MINUTES OF YOUR TIME, WE WIL	
<b>Registration Number:</b>	4968468	WEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	05/04/2017		

OP \$165.00 4444762

**Total Attachments: 8**

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## FIRST LIEN TRADEMARK COLLATERAL AGREEMENT

This 28th day of April, 2017, ALEGEUS TECHNOLOGIES, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1601 Trapelo Rd., Waltham, Massachusetts 02451, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BMO HARRIS BANK N.A. ("*BMO*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain First Lien Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALEGEUS TECHNOLOGIES, LLC

By Jason Porter  
Name JASON PORTER  
Title CFO

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By \_\_\_\_\_  
Name: Pauline Christopher  
Title: Managing Director

[Signature Page to Trademark Collateral Agreement]

**TRADEMARK**  
**REEL: 006050 FRAME: 0145**

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ALEGEUS TECHNOLOGIES, LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BMO HARRIS BANK N.A.

By Pauline Christopher  
Name: Pauline Christopher  
Title: Managing Director

**SCHEDULE A  
TO  
TRADEMARK COLLATERAL AGREEMENT  
REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

Docket No.	Country	Status	App. No.	Application Date	Reg. No.	Registration Date	Trademark	Goods / Services	Next Deadline
109393-0156	United States of America	Registered	85/6888615	7/27/2012	4444762	12/3/2013	ALEGUUS	CLASS 36: Administration of health savings accounts and administration of health benefits accounts, namely, administration of pre-paid health care plans, administration of health reimbursement arrangements, and cost management for the health benefit plans of others; and payment processing services for the health care industry, namely, debit card transaction processing services and electronic payment processing services of payments made through pre-paid cards.	Declaration of Use / Incontestability Due: 12/3/2019
109393-0161	United States of America	Registered	85/6888607	7/27/2012	4426468	10/29/2013	ALEGUUS	CLASS 42: Providing temporary use of on-line non-downloadable software for the management and administration of benefit accounts.	Declaration of Use / Incontestability Due: 10/29/2019
109393-0159	United States of	Registered	85/6888629	7/27/2012	4448672	12/10/2013	ALEGUUS TECHNOLOGIES	CLASS 36: Administration of health savings accounts and administration of health benefits accounts, namely,	Declaration of Use / Incontestability Due:

Docket No.	Country	Status	App. No.	Application Date	Reg. No.	Registration Date	Trademark	Goods / Services	Next Deadline
109393-0163	United States of America	Registered	85/6888618	7/27/2012	4433592	11/12/2013	ALEGEUS TECHNOLOGIES	administration of pre-paid health care plans, administration of health reimbursement arrangements, and cost management for the health benefit plans of others; and payment processing services for the health care industry, namely, debit card transaction processing services and electronic payment processing services of payments made through pre-paid cards.	Declaration of Use / Incontestability Due: 11/12/2019
109393-0104	United States of America	Pending / Allowed	86/512404	1/23/2015	N/A	N/A	GIVE US TWO MINUTES OF YOUR TIME. WE WILL GIVE YOU A LIFETIME OF SAVINGS	CLASS 42: Software as a Service (SAAS) services, namely non-downloadable software for calculating how much a person should put into consumer directed health accounts.	Statement of Use / 4 <sup>th</sup> Extension Due: 8/11/2017
109393-0105	United States of America	Registered	86/783718	10/9/2015	4968468	5/31/2016	WEALTHCARE	CLASS 09: Downloadable software applications in the nature of a mobile software application for viewing health benefit account information; downloadable software applications in the nature of mobile software	Declaration of Use / Incontestability Due: 5/31/2022



Docket No.	Country	Status	App. No.	Application Date	Reg. No.	Registration Date	Trademark	Goods / Services	Next Deadline
								<p>application tools for assisting consumers in selecting healthcare account options; downloadable software applications in the nature of mobile software applications for the management and administration of employee health benefit accounts and healthcare savings accounts;</p> <p>CLASS 42: Providing temporary use of on-line non-downloadable software for the retrieval of healthcare benefits information, providing educational information regarding healthcare and healthcare account options, and tools for assisting consumers with selection of healthcare account options; providing temporary use of on-line non-downloadable software for the management and administration of employee health benefit accounts and healthcare savings accounts.</p>	