

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429075

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aon Consulting, Inc.		05/01/2017	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hewitt Associates LLC		
<b>Street Address:</b>	4 Overlook Point		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0823778	BENEFACTS	
<b>Registration Number:</b>	1782913	BENEFACTS	
<b>Registration Number:</b>	4609092	DEFERRALSELECT	
<b>Registration Number:</b>	2802191	DEFERRALSELECT.COM	
<b>Registration Number:</b>	2517397	EXPRESSNOW	
<b>Registration Number:</b>	4612982	MYDEFERRALSELECT	
<b>Registration Number:</b>	3039550	OWN YOUR FINANCIAL FUTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8164121263		
<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>	8168428600		
<b>Email:</b>	trademark.mpl@stinson.com		
<b>Correspondent Name:</b>	Stinson Leonard Street LLP		
<b>Address Line 1:</b>	150 South 5th Street, Ste 2300		
<b>Address Line 2:</b>	Cynthia Maust		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	3004686.1541H		
<b>NAME OF SUBMITTER:</b>	Cynthia Maust		
<b>SIGNATURE:</b>	/Cynthia Maust/		

CH \$190.00 0823778

<b>DATE SIGNED:</b>	05/26/2017
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**Total Attachments: 8**

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- source=Trademark Assignment Agreement to Hewitt Associates LLC#page2.tif
- source=Trademark Assignment Agreement to Hewitt Associates LLC#page3.tif
- source=Trademark Assignment Agreement to Hewitt Associates LLC#page4.tif
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (the "Assignment"), made effective as of May 1, 2017, is by and among Aon Consulting, Inc., a New Jersey corporation with its principal place of business located at 200 East Randolph Street, Chicago, IL 60601 ("Aon Consulting"), Aon Corporation, a Delaware corporation with its principal place of business located 200 East Randolph Street, Chicago, IL 60601 ("Aon Corporation"), Aon Service Corporation, an Illinois corporation with its principal place of business located at 200 East Randolph Street, Chicago, IL 60601 ("Aon Service Corporation"), and Aon Hewitt GmbH, a company organized under the laws of Germany with its principal place of business located at St.-Martin-Str. 60, 81541 München Germany ("Aon Hewitt GmbH") (each, an "Assignor" and, together, the "Assignors"), on the one hand, and Hewitt Associates LLC, an Illinois limited liability company, with its principal place of business located at 4 Overlook Point, Lincolnshire, IL 60069 ("Assignee"), on the other hand. Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Aon plc and Tempo Acquisition, LLC have entered into that certain Purchase Agreement, dated as of February 9, 2017 (the "Purchase Agreement"), pursuant to which Aon plc has agreed to sell to Tempo Acquisition, LLC, and Tempo Acquisition, LLC has agreed to purchase from Aon plc, the Business, including the Purchased Assets;

WHEREAS, certain Assignors are the owners of the Trademark registrations and applications for registration of Trademarks, in each case set forth on Schedule A attached hereto (the "Assigned Trademarks"), which are among the Purchased Assets;

WHEREAS, certain Assignors are the registered owners of the Domain Names set forth on Schedule B attached hereto (the "Assigned Domain Names"), which are among the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause the Assignors to sell, transfer, convey, assign and deliver to Assignee all of Assignors' rights, title and interest in and to the Assigned Trademarks and Assigned Domain Names, including any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademarks;

WHEREAS, Assignors wish to assign all right, title and interest in and to the Assigned Trademarks and Assigned Domain Names, including any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademarks, and Assignee desires to accept all right, title and interest in and to the Assigned Trademarks and the Assigned Domain Names, including any and all goodwill of the business associated with the use of, and symbolized by, the Assigned Trademarks; and

WHEREAS, the parties wish to record such assignment of the Assigned Trademarks in the United States Patent and Trademark Office or other respective foreign trademark office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in the Purchase Agreement and hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee, and Assignee accepts all right, title and interest of each Assignor in and to, (i) the Assigned Trademarks, together with the goodwill of the business symbolized thereby, and the Assigned Domain Names; (ii) all renewals and extensions of any application, registration, and filing related thereto; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims

and payments for past and future infringements thereof; (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns and legal representatives.

2. Further Assurances. Each of the parties hereto agrees to use its reasonable best efforts to take or cause to be taken all action, to do or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper, or advisable under applicable Requirements of Law to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Assignment, including the execution and delivery of such instruments, and the taking of such other actions, as the other parties hereto may reasonably require in order to carry out the intent of this Assignment. Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date hereof and associated with the prosecution, registration, renewal and enforcement of the Assigned Trademarks and Assigned Domain Names.

3. Terms of Purchase Agreement; Conflicts. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the fullest extent provided therein. In the case of conflict between the terms and conditions of this Assignment (including the Schedules) and the Purchase Agreement (including the Seller Disclosure Letter, Buyer Disclosure Letter, and other annexes, exhibits, and schedules), the Purchase Agreement shall control.

4. Successors. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

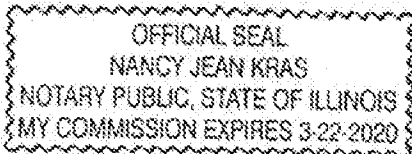
AON SERVICE CORPORATION

By: [Signature]  
Its: VP & Secretary  
Date: May 1, 2017

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared Mary Marie Johnson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of Assignor.

NANCY JEAN KRAS  
Notary Public



[Signature]  
(Signature of Notary)  
  
NANCY JEAN KRAS  
(Legibly Print or Stamp Name of Notary)

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

AON CORPORATION

By: *[Signature]*  
Its: VP & Secretary  
Date: May 1, 2017

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared Nancy Marie Johnson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of Assignor.

NANCY JEAN KRAS  
Notary Public

*Nancy Jean Kras*  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)



IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

AON CONSULTING, INC.

By: *Mary Anne Johnson*

Its: VP & Secretary

Date: May 1, 2017

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

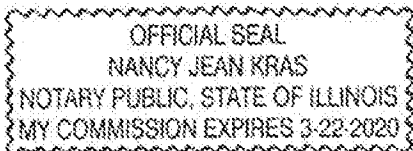
Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared Mary Anne Johnson known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of Assignor.

NANCY JEAN KRAS

Notary Public

*Nancy Jean Kras*

(Signature of Notary)



\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

Aon Hewitt GmbH

By: Mary M Johnson

Its: Representative

Date: May 1, 2017

STATE OF ILLINOIS )

) ss.

COUNTY OF Cook )

Before me, the undersigned authority, on this 28th day of April, 2017, personally appeared MARY MOTTIE JOHNSON known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of Assignor.

NANCY JEAN KRAS

Notary Public



Nancy Jean Kras  
(Signature of Notary)

\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)



ACCEPTED BY:

HEWITT ASSOCIATES LLC

By: *Chris Michalak*

Its: \_\_\_\_\_

Date: May 1, 2017

STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

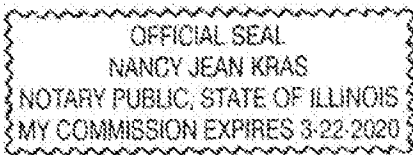
Before me, the undersigned authority, on this 27th day of April, 2017, personally appeared CHRIS MICHALAK known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of Assignee.

NANCY JEAN KRAS

Notary Public

Nancy Jean Kras

(Signature of Notary)



\_\_\_\_\_  
(Legibly Print or Stamp Name of Notary)

Signature Page to Assignment

**Schedule A**  
**Assigned Trademarks**

<b>Country</b>	<b>Mark</b>	<b>Owner</b>	<b>App. No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
UNITED STATES	BENEFACFS	Aon Consulting, Inc.	72/238,594	2/11/1966	823,778	2/7/1967
UNITED STATES	BENEFACFS	Aon Consulting, Inc.	74/273,385	5/8/1992	1,782,913	7/20/1993
UNITED STATES	DEFERRALSELECT	Aon Consulting, Inc.	86/186,066	2/6/2014	4,609,092	9/23/2014
UNITED STATES	DEFERRALSELECT.COM	Aon Consulting, Inc.	76/499,636	3/21/2003	2,802,191	1/6/2004
UNITED STATES	EXPRESSNOW	Aon Consulting, Inc.	76/259,489	5/21/2001	2,517,397	12/11/2001
UNITED STATES	MYDEFERRALSELECT	Aon Consulting, Inc.	86/186,060	2/6/2014	4,612,982	9/30/2014
SWITZERLAND	MYHR	Aon Corporation	02414/2000	3/1/2000	P-492571	12/11/2001
UNITED STATES	OWN YOUR FINANCIAL FUTURE	Aon Consulting, Inc.	76/619,797	11/8/2004	3,039,550	1/10/2006