

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431158

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Newport Group, Inc.		06/09/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Administrative Agent
Street Address:	38 Fountain Square Plaza
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corp.: OHIO

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4093663	DIAMOND STRATEGY
Registration Number:	4391402	RDI RETIREMENT DISTRIBUTION INTELLIGENCE
Registration Number:	4348386	RETIREMENT DISTRIBUTION INTELLIGENCE
Registration Number:	4205116	RESOLUTION B E N E F I T S D E S I G N
Registration Number:	3672536	INTERSCORE
Registration Number:	3379553	INTERSERV
Registration Number:	4104144	THE DESTINATION PORTFOLIO
Registration Number:	4086559	PLANDESTINATION
Registration Number:	4065950	THE NEWPORT GROUP
Registration Number:	3173627	ADMINISTRATION CONSULTING TOTAL PLAN MAN
Registration Number:	3061512	THE NEWPORT GROUP

CORRESPONDENCE DATA

Fax Number:

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.

Email: Emily.Klump@clarivate.com

Correspondent Name: Andrea Gniadek

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

TRADEMARK

NAME OF SUBMITTER:	Emily Klump
SIGNATURE:	/Emily Klump/
DATE SIGNED:	06/14/2017
Total Attachments: 5 source=59259986 USPTO Filing#page1.tif source=59259986 USPTO Filing#page2.tif source=59259986 USPTO Filing#page3.tif source=59259986 USPTO Filing#page4.tif source=59259986 USPTO Filing#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated June 9, 2017 is among NEWPORT GROUP, INC., a Delaware corporation (the "Grantor") and FIFTH THIRD BANK, as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, NEWPORT GROUP HOLDINGS I, INC., a Delaware corporation, NEWPORT GROUP HOLDINGS, L.P., a Delaware limited partnership, and each Co-Borrower from time to time party thereto have entered into the Credit Agreement, dated as of June 9, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lenders, the Swing Line Lender, the L/C Issuers and the Administrative Agent. Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event a term is defined differently in the Credit Agreement and the Security Agreement, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated June 9, 2017 among the Grantor and the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed thereunder to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and any other appropriate domestic governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full, of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following to the extent governed by, arising under, pursuant to, or by virtue of, the Laws of the United States of America or any state thereof (the "Collateral"):

(i) all patents, patent applications, and inventions and all improvements thereto ("Patents");

(ii) all trademarks, trademark applications, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, and all general intangibles of like nature whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");

AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION Error! Reference source not found. WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

NEWPORT GROUP, INC., a Delaware
corporation

By: 

Name:

Greg Schneider

Title:

Chief Executive Officer
+ President

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 006083 FRAME: 0729

SCHEDULE I

Patents, Trademarks and Copyrights

REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date
DIAMOND STRATEGY	4,093,663	1/31/2012
RDI RETIREMENT DISTRIBUTION INTELLIGENCE (and design)	4,391,402	8/27/2013
RETIREMENT DISTRIBUTION INTELLIGENCE	4,348,386	6/4/2013
RESOLUTION BENEFITS DESIGN	4,205,116	9/11/2012
INTERSCORE	3,672,536	8/25/2009
INTERSERV	3,379,553	2/5/2008
THE DESTINATION PORTFOLIO	4,104,144	2/28/2012
PLANDESTINATION	4,086,559	1/17/2012
THE NEWPORT GROUP	4,065,950	12/6/2011
ADMINISTRATION CONSULTING TOTAL PLAN MANAGEMENT1 ASSET MANAGEMENT COMMUNICATION & EDUCATION (& LOGO)	3,173,627	11/21/2006
THE NEWPORT GROUP (Stylized)	3,061,512	2/28/2006

REGISTERED COPYRIGHTS

None.

PATENTS

None.