

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Benefit Partners, LLC		10/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. National Benefit Partners East Inc.		
Street Address:	99 Wood Avenue South		
City:	Iselin		
State/Country:	NEW JERSEY		
Postal Code:	08830		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4991666	EMPLOYEE BENEFITS IN A BOX	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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>			
Phone:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036-6797		
ATTORNEY DOCKET NUMBER:	397480-154917		
NAME OF SUBMITTER:	Zhenghui Wang		
SIGNATURE:	/Zhenghui Wang/		
DATE SIGNED:	10/02/2017		
Total Attachments: 5			
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 2, 2017 (the "Effective Date") by and between National Benefit Partners, LLC, a Delaware limited liability company, having an address at 409 Rock Creek Circle, Berwyn, PA 19312 ("Assignor") and U.S. National Benefit Partners East Inc., a Delaware corporation, having an address at 99 Wood Avenue South, Iselin, New Jersey, 08830 ("Assignee"). Each of Assignor and Assignee is referred to as a "Party" and together as the "Parties".

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of October 2, 2017 (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to (a) the trademark registrations and trademark applications listed on Annex A hereto (provided that, with respect to the United States intent-to-use trademark applications listed on Annex A hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's business to which the trademark pertains, and that business is ongoing and existing); together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case of (a) – (g), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Trademark Rights").

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall, and shall cause their respective officers, directors and employees to, promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided however, that the expense reasonably incurred by Assignor in providing such cooperation shall be paid for by Assignee.

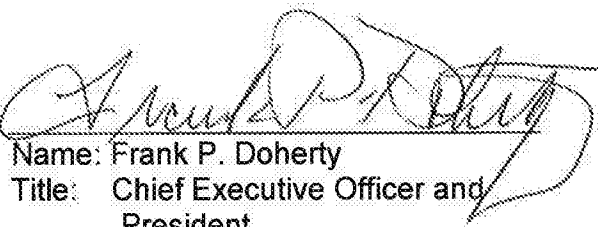
4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of New Jersey applicable to agreements made and to be performed entirely within New Jersey, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

National Benefit Partners, LLC
("ASSIGNOR")

By: _____


Name: Frank P. Doherty

Title: Chief Executive Officer and
President

U.S. National Benefit Partners East Inc.
("ASSIGNEE")

By: _____

Name: Michael A. Mertz

Title: Senior Vice President and
Secretary

[Signature Page to Recordable Trademark Assignment]

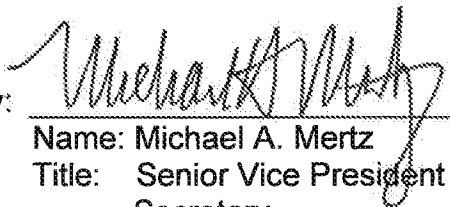
TRADEMARK
REEL: 006168 FRAME: 0304

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**National Benefit Partners, LLC
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By: _____
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Title: Chief Executive Officer and
President

**U.S. National Benefit Partners East Inc.
("ASSIGNEE")**

By:  _____
Name: Michael A. Mertz
Title: Senior Vice President and
Secretary

ANNEX A

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application Number	Registration Number	Record Owner
EMPLOYEE BENEFITS IN A BOX	86728607	4991666	National Benefit Partners, LLC