OP \$740.00 86256093

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456246

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centerstone Insurance and Financial Services, Inc.		12/28/2017	Corporation: CALIFORNIA
Centerstone Insurance and Financial Services, Inc. dba Benefitmall		12/28/2017	Corporation: CALIFORNIA
CompuPay, Inc,		12/28/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
Internal Address:	9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	86256093	ALLPERSPECTIVES
Serial Number:	85937150	BENEFITMALL
Serial Number:	76521596	BENEFITMALL
Serial Number:	85937068	BENEFITMALL ALL TOGETHER, BETTER.
Serial Number:	85937131	BENEFITMALL
Serial Number:	85233542	BENEFITUNIVERSITY
Serial Number:	85233534	BENEFITMALL BENEFITUNIVERSITY CONTINUING
Serial Number:	77894977	CLIENT READY QUOTE SYSTEM
Serial Number:	85531012	EX EMPLOYER SERVICES EXCHANGE
Serial Number:	85120790	EX EXCHANGE
Serial Number:	85120806	EX HEALTHCARE EXCHANGE
Serial Number:	77790599	HEALTHCARE EXCHANGE
Serial Number:	87304453	PAYFOCUS
Serial Number:	86582083	PEOPLEFOCUS

TRADEMARK REEL: 006238 FRAME: 0795

900433787

Property Type	Number	Word Mark	
Serial Number:	85145436	AFTER PAYROLL SOLUTIONS	
Serial Number:	75576035	COMPUPAY	
Serial Number:	78696637	INNOVATION PAYS	
Serial Number:	78781864	ONE PAY	
Serial Number:	77282202	PAYCOMP	
Serial Number:	75892694	PAYLOAD	
Serial Number:	74002637	PAYRIGHT	
Serial Number:	75037344	PAYROLL ONLINE	
Serial Number:	75892693	PAYVIEW	
Serial Number:	85145445	PHONE PAY/FAX PAY	
Serial Number:	75558704	POWER PAYROLL	
Serial Number:	75892692	POWER125	
Serial Number:	75892691	POWER401K	
Serial Number:	75892690	WEBLOAD	
Serial Number:	78560837	XPRESSPAYROLL	

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: 6142803562

Email: ted.mulligan@wolterskluwer.com

Correspondent Name: Ted Mulligan

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/Ted Mulligan/
DATE SIGNED:	12/29/2017

Total Attachments: 12

source=Project Thunder.CS Trademark Security Agreement#page1.tif source=Project Thunder.CS Trademark Security Agreement#page3.tif source=Project Thunder.CS Trademark Security Agreement#page3.tif source=Project Thunder.CS Trademark Security Agreement#page4.tif source=Project Thunder.CS Trademark Security Agreement#page5.tif source=Project Thunder.CS Trademark Security Agreement#page6.tif source=Project Thunder.CS Trademark Security Agreement#page7.tif source=Project Thunder.CS Trademark Security Agreement#page8.tif source=Project Thunder.CS Trademark Security Agreement#page9.tif source=Project Thunder.CS Trademark Security Agreement#page10.tif source=Project Thunder.CS Trademark Security Agreement#page11.tif source=Project Thunder.CS Trademark Security Agreement#page11.tif source=Project Thunder.CS Trademark Security Agreement#page12.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Pleas	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies): 1. Centerstone Insurance and Financial Services, Inc. 12404 Park Central Drive Dallas, TX 75251 Corporation - California, USA 2. Centerstone Insurance and Financial Services, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Credit Suisse AG, Cayman Islands Branch, Name: _as Collateral Agent Street Address: Eleven Madison Avenue, 9th Floor
dba Benefitmall 12404 Park Central Drive	
Dallas, TX 75251 Corporation - California, USA	City: New York State: NY
3. CompuPay, Inc. 12404 Park Central Drive	Country: USA Zip: 10010
Citize Dallas, TX 75251 Corporation - Florida, USA	Individual(s) Citizenship
Additional names of conveying parties attached? Yes No	
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
Execution Date(s) December 28, 2017	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	Other Bank Citizenship USA If assignee is not domiciled in the United States, a domestic
Other_	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)	
See attached Schedule B	See attached Schedule B
	Additional sheet(s) attached? X Yes No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Doris Ka	6. Total number of applications and registrations involved:
Internal Address: Cahill Gordon & Reindel LLP	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$
Street Address: 80 Pine Street	Authorized to be charged to deposit account Enclosed
City: New York	8. Payment Information:
State: NY Zip: 10005	
Phone Number: (212) 701-3569	D 11A (A)
Docket Number: 25630.1119	Deposit Account Number
Email Address: dka@cahill.com	Authorized User Name
9. Signature: Low Manager 16	December 28, 2017
Signature	Date
Doris Ka, Legal Assistant Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "<u>IP Security Agreement</u>") dated December 28, 2017, is among the Persons listed on the signature pages hereof (collectively, the "<u>Grantors</u>") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "<u>Collateral Agent</u>") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, BMC MERGER SUB, INC., a Delaware corporation ("Merger Sub"), which entity will be merged with and into BMC ACQUISITION, INC., a Delaware corporation, (the "Company" and, upon and at any time after the consummation of the Merger (as defined in the Credit Agreement), the "Borrower"), BMC MIDCO, INC., a Delaware corporation ("Holdings"), have entered into the Credit Agreement dated as of December 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the lenders and financial institutions from time to time party thereto, and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and an L/C Issuer (the "Collateral Agent"). Capitalized 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 of a conflict, 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, the making of L/C Credit Extensions by 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, each Grantor has executed and delivered that certain Security Agreement dated December 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

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

- Section 1. <u>Grant of Security</u>. Each Grantor hereby pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the "Collateral"):
 - (i) all Patents, including the patents and patent applications set forth in Schedule A hereto (the "Patent Collateral");
 - (ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the

extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the "Trademark Collateral");

- (iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");
- (iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

<u>provided</u> that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi) or elsewhere in the Loan Documents, the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

- Section 2. <u>Security for Obligations</u>. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.
- Section 3. <u>Recordation</u>. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.
- Section 4. <u>Execution in Counterparts</u>. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
- Section 5. <u>Grants, Rights and Remedies</u>. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. In the

event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. <u>Governing Law; Jurisdiction; Etc.</u>

- (a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.
- EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY (b) SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN ANY OTHER JURISDICTION, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.
- (c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.
- (d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT 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.
- (e) 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 THERETO, 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 SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

CENTERSTONE INSURANCE AND FINANCIAL

SERVICES

Name: C. Scott Kirksey

Title: President

COMPUPAY, INC.

Name: T. Scott Kirksey

Title: President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

as Collateral Agent

By:

Name:

John D. Toronto

Title:

Authorized Signatory

By:

Name:

Komal Shah

Title:

Authorized Signatory

None.

U.S. Patents and Applications:

<u>-</u>

Schedule B

U.S. Trademarks and Applications:

6.	èv	.4	33	2.	1.	No.
BENEFITUNIVERSITY	Benefit Wall	Benefit Mall	BENEFITMALL	BENEFITMALL	ALLPERSPECTIVES	Mark
85233542	85937131	85937068	76521596	85937150	86256093	Serial No.
02/03/2011	05/20/2013	05/20/2013	06/09/2003	05/20/2013	4/18/2014	Filing Date
4019127	4,732,116	4,732,115	2859691	4484072	4,757,328	Reg. No.
08/30/2011	05/05/2015	05/05/2015	07/06/2004	02/18/2014	06/16/2015	Reg. Date
Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Centerstone Insurance and Financial Services, Inc.	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	Registrant/Last Listed Owner
Registered.	Registered.	Registered.	Registered.	Registered	Registered.	Status

	CompuPay, Inc. CompuPay, Inc.	07/17/2001	2469227 3135110	01/07/2000 04/04/2005	75892690 78560837	WEBLOAD XPRESSPAYROLL	28. 29.
	CompuPay, Inc.	05/01/2001	2447702	01/07/2000	75892691	POWER401K	27.
	CompuPay, Inc.	12/17/2002	2663803	01/07/2000	75892692	POWER125	26.
	CompuPay, Inc.	04/17/2001	2444848	09/23/1998	75558704	POWER PAYROLL	25.
	CompuPay, Inc.	05/31/2011	3970270	10/05/2012	85145445	PHONE PAY/FAX PAY	24.
	CompuPay, Inc.	12/26/2000	2415824	01/07/2000	75892693	PAYVIEW	23.
	CompuPay, Inc.	03/25/1997	2048448	12/26/1995	75037344	PAYROLL ONLINE	22.
	CompuPay, Inc.	04/30/1991	1643163	11/16/1989	74002637	PAYRIGHT	21.
	CompuPay, Inc.	06/26/2001	2463562	01/07/2000	75892694	PAYLOAD	20.
	CompuPay, Inc.	07/07/2009	3651893	09/18/2007	77282202	PAYCOMP	19.
	CompuPay, Inc.	01/09/2007	3196338	12/28/2005	78781864	ONE PAY	18.
	CompuPay, Inc.	09/25/2007	3299265	08/19/2005	78696637	INNOVATION PAYS	17.
	CompuPay, Inc.	12/07/1999	2298118	10/23/1998	75576035	COMPUPAY	16.
	CompuPay, Inc.	05/31/2011	3970269	10/05/2010	85145436	AFTER PAYROLL SOLUTIONS	15.
ance and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	N/A	N/A	03/31/2015	86582083	PEOPLEFOCUS	14.
unce and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	N/A	N/A	01/17/2017	87304453	PAYFOCUS	13.
nce and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	06/22/2010	3808704	07/27/2009	77790599	HEALTHCARE EXCHANGE	12.
nce and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	05/10/2011	3957323	09/01/2010	85120806		11.
ance and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	05/10/2011	3957322	09/01/2010	85120790	EXCHANGE	10.
nce and Financis A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	05/28/2013	4340853	02/01/2012	85531012		9.
nce and Financia A Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	02/22/2011	3921772	12/16/2009	77894977	CLIENT READY QUOTE SYSTEM	8.
ınce and Financi <i>i</i> λ Benefitmall	Centerstone Insurance and Financial Services, Inc. DBA Benefitmall	08/30/2011	4019126	02/03/2011	85233534	TOWN TO THE PARTY OF THE PARTY	7.
gistrant/Last Listed Owner	Registrant/Last	Reg. Date	Reg. No.	Filing Date	Serial No.	Mark	No.
· .		1	*)		

Schedule C

U.S. Copyrights and Applications:

Title	Reg. No.	Created	Published	Registered	Description	Claimant/Assignee
BenefitMall Administration	TXu001597346	2007	N/A	11/27/2007	Print material (computer program)	Centerstone Insurance and Financial Services, d.b.a. Benefitmall
System					piogram)	Set vices, a.b.a. Benentinan
Client Ready Quote System	TXu001597348	2007	A/N	11/27/2007	Print material (computer program)	Centerstone Insurance and Financial Services, d.b.a Benefitmall
Outward Facing	TXu001597350	2007	A/N	11/27/2007	Print material (computer	Centerstone Insurance and Financial
Enrollment					program)	Services, d.b.a Benefitmall
VISUALGA	TX0005131918	1992	12/31/1999	01/19/2000	Printout of computer codes (computer program)	Centerstone Insurance and Finance Services, Inc. d.b.a. Benefitmall.com
CompuTax v7ts.	TXu001353982	2007	A/N	02/20/2007	Text	CompuPay, Inc.
DSI Payroll 2006	TXu001352926	2007	N/A	02/20/2007	Computer File	CompuPay, Inc.
PAMv.2650.	TXu001322485	2006	N/A	02/20/2007	Computer File	CompuPay, Inc.
PayLoad v.5.1.	TXu001322484	2005	N/A	02/20/2007	Computer File	CompuPay, Inc.
PayMaxx production (HP Cobol payroll) v.2006.	TXu001322483	2006	N/A	02/20/2007	Computer File	CompuPay, Inc.
PayRight v.5.1.	TXu001322482	2006	N/A	02/20/2007	Computer File	CompuPay, Inc.
Phoenix XP v.1.0.	TXu001353981	2007	N/A	02/20/2007	Text	CompuPay, Inc.
PowerPayroll v.5.8.	TXu001353983.	2006	N/A	02/20/2007	Text	CompuPay, Inc.
	BenefitMall Administration System Client Ready Quote System Outward Facing Enrollment VISUALGA CompuTax v7ts. DSI Payroll 2006 PAMv.2650. PayLoad v.5.1. PayMaxx production (HP Cobol payroll) v.2006. PayRight v.5.1. Phoenix XP v.1.0. PowerPayroll v.5.8.	Mall stration I Facing lent LGA CGA Flax v7ts. Flax v7ts. Flax v7ts. I av.5.1. X von (HP ayroll) ayroll v.5.1. XP v.1.0. XP v.1.0.	Title Reg. No. Mall TXu001597346 stration TXu001597348 leady Quote TXu001597350 l Facing TXu001597350 lent TXu001597350 LGA TXu001397350 roll 2006 TXu001353982 roll 2006 TXu001353982 2650. TXu001322485 don (HP ayroll) TXu001322484 x x x TXu001322483 Xx TXu001322482 x xP v.1.0. TXu001353981 x xP v.1.0. TXu001353983	Title Reg. No. Created Mall TXu001597346 2007 N stration TXu001597348 2007 N leady Quote TXu001597350 2007 N l Facing TXu001597350 2007 N l Facing TXu001597350 2007 N l Facing TXu001353982 2007 N l Facing TXu001353982 2007 N roll 2006 TXu001352926 2007 N scool TXu001322485 2006 N sv.5.1. TXu001322483 2006 N str v.5.1. TXu001322482 2006 N xP v.1.0. TXu001353981 2007 N xP v.1.0. TXu001353983 2006 N	Title Reg. No. Created Published Mall TXu001597346 2007 N/A stration TXu001597348 2007 N/A leady Quote TXu001597350 2007 N/A l Facing TXu001597350 2007 N/A lent LGA TX0005131918 1992 12/31/1999 lax v7ts. TXu001353982 2007 N/A roll 2006 TXu001352926 2007 N/A sv.5.1. TXu001322485 2006 N/A syroll) TXu001322482 2006 N/A xx TXu001322482 2006 N/A xP v.1.0. TXu001353981 2007 N/A xP v.1.0. TXu001353983. 2006 N/A	Title Reg. No. Created Published Registered Mall TXn001597346 2007 N/A 11/27/2007 stration TXn001597348 2007 N/A 11/27/2007 leady Quote TXn001597350 2007 N/A 11/27/2007 Hacing TXn001597350 2007 N/A 11/27/2007 LGA TXn001597350 2007 N/A 11/27/2007 CAA TXn001353982 2007 N/A 02/20/2007 Ixx v7ts. TXn001352926 2007 N/A 02/20/2007 Ixx v7ts. TXn001322485 2006 N/A 02/20/2007 Ixv.5.1. TXn001322483 2006 N/A 02/20/2007 Ix v.5.1. TXn001322482 2006 N/A 02/20/2007 XP v.1.0. TXn001353981 2007 N/A 02/20/2007 XP v.1.0. TXn001353983. 2006 N/A 02/20/2007

No.	Title	Reg. No.	Created	Created Published Registered	Registered	Description	Claimant/Assignee
13.	Selma interface to Millenium v.1.2.	TXu001322479	2007	A/N	02/20/2007	02/20/2007 Computer File	CompuPay, Inc.
14.	TaxxPro v.3.1.	TXu001322480.	2006	A/N	02/20/2007	02/20/2007 Computer File	CompuPay, Inc.
15.	XpressPayroll v.1.3. TXn001322481.	TXu001322481.	2006	A/N	02/20/2007	02/20/2007 Computer File	CompuPay, Inc.

TRADEMARK REEL: 006238 FRAME: 0808

RECORDED: 12/29/2017