

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame No. 5853/0518		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRESTLINE DIRECT FINANCE, L.P.		02/14/2018	Partnership Limited By Shares: TEXAS
RECEIVING PARTY DATA			
Name:	BENEFIT EXPRESS SERVICES, LLC		
Street Address:	1700 E GOLF ROAD		
Internal Address:	SUITE 1000		
City:	SCHAUMBURG		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5057429	MY BENEFIT EXPRESS MOBILE	
Registration Number:	4959617	MY BENEFIT EXPRESS	
Registration Number:	4959615	MY COBRA EXPRESS	
Registration Number:	4959614	MY FSA EXPRESS	
Registration Number:	4936329	BENEFITEXPRESS	
Registration Number:	4936328	BENEFITEXPRESS	
Registration Number:	3119046	BENEFITSCONNECT	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	100 N TRYON STREET		
Address Line 2:	SUITE 3900		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	06726.015049		

OP \$190.00 5057429

NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	02/14/2018
Total Attachments: 5 source=Benefit Express - Executed Trademark Release#page1.tif source=Benefit Express - Executed Trademark Release#page2.tif source=Benefit Express - Executed Trademark Release#page3.tif source=Benefit Express - Executed Trademark Release#page4.tif source=Benefit Express - Executed Trademark Release#page5.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of February 14, 2018, by CRESTLINE DIRECT FINANCE, L.P., as Administrative Agent, Collateral Agent and Lead Arranger (in such capacity, the "Agent") for the Lenders and the other Secured Parties, in favor of BENEFIT EXPRESS SERVICES, LLC, an Illinois limited liability company (the "Grantor"). All capitalized terms used but not defined herein have the meanings set forth in the Credit Agreement.

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit and Guaranty Agreement, dated as of August 4, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the Agent, the Lenders, and certain other parties thereto;

WHEREAS, under the terms of the Credit Agreement, the Grantor executed and delivered to the Agent the Intellectual Property Security Agreement, dated August 4, 2016, between the Grantor and Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), pursuant to which the Grantor granted to the Agent for the ratable benefit of the Secured Parties, a continuing security interest in all of the right, title, and interest of the Grantor in the IP Collateral (as defined therein), including, without limitation, the Grantor's Trademarks listed on Schedule 1 attached hereto;

WHEREAS, the Intellectual Property Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on August 10, 2016 on Reel: 5853, Frame: 0518;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademarks; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademarks.

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

The Agent hereby, on behalf of itself and the other Secured Parties, without recourse, representation, warranty or other assurance of any kind by Agent (express or implied) as to Agent's rights in any Trademarks, the condition or value of any Trademarks, terminates, discharges and releases its continuing security interest in all right, title and interest in the Trademarks, including, without limitation and for clarity, the Trademarks listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the applicable Grantor. In the event of any conflict between the provisions of this Release and the provisions of that certain Payoff Letter, dated as of the date hereof, by and among the Grantor, the other parties thereto and the Agent (the "Payoff Letter"), the applicable provision of the Payoff Letter shall govern and control.

The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives, any new lender to the Credit Parties or Webster Bank, National Association, a national banking association, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademarks, pursuant to the Credit Agreement.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts, in each case at the Grantor's expense, as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the security interest in, the Trademarks as contemplated hereby.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

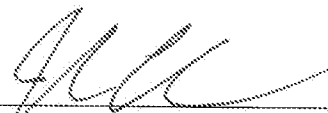
IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

Very truly yours,

CRESTLINE DIRECT FINANCE, L.P.,
as Administrative Agent, Collateral Agent
and Lead Arranger


By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its manager

By: 
Name: John S. Cochran
Title: Vice President

**Schedule 1 to
Termination and Release of Security Interest in Trademarks**

1. REGISTERED TRADEMARKS

Mark/Name	Registration Number	Registration Date	Owner
MY BENEFIT EXPRESS MOBILE	5057429	October 11, 2016	Benefit Express Services, LLC
MY BENEFIT EXPRESS	4959617	May 17, 2016	Benefit Express Services, LLC
MY COBRA EXPRESS	4959615	May 17, 2016	Benefit Express Services, LLC
MY FSA EXPRESS	4959614	May 17, 2016	Benefit Express Services, LLC
BENEFITEXPRESS	4936329	April 12, 2016	Benefit Express Services, LLC
	4936328	April 12, 2016	Benefit Express Services, LLC
BENEFITSCONNECT (typed drawing)	3119046	July 25, 2006	Benefit Express Services,

			LLC
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2. TRADEMARK LICENSES

None.