

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alegeus Technologies, LLC		09/05/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GUGGENHEIM CORPORATE FUNDING, LLC, as Primary Collateral Agent		
Street Address:	330 MADISON AVENUE		
Internal Address:	10TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4444762	ALEGEUS	
Registration Number:	4426468	ALEGEUS	
Registration Number:	4448672	ALEGEUS TECHNOLOGIES	
Registration Number:	4433592	ALEGEUS TECHNOLOGIES	
Registration Number:	4968468	WEALTHCARE	
Serial Number:	87719104	EMMA	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	047049-0026		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/S/ Angela M. Amaru		

CH \$165.00 4444762

DATE SIGNED:	09/06/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of September 5, 2018 (this "Trademark Security Agreement"), is made by Alegeus Technologies, LLC ("Pledgor"), in favor of Guggenheim Corporate Funding, LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the "Primary Collateral Agent") pursuant to that certain Credit Agreement, dated as of September 5, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Alegeus Technologies Holdings Corp., a Delaware corporation (the "Borrower"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Primary Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Primary Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Primary Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Primary Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all of the Secured Obligations, the Pledgor hereby pledges and grants to the Primary Collateral Agent for the benefit of the Secured Parties a first priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof or unfair competition therewith, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith, and (vi) rights, priorities and privileges corresponding thereto throughout the world; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the USPTO.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Primary Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Primary Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

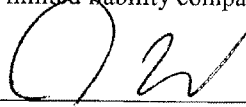
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

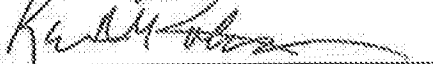
ALEGEUS TECHNOLOGIES, LLC,
a Delaware limited liability company

By: 
Name: Jeff Wilson
Title: Vice President

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GUGGENHEIM CORPORATE FUNDING, LLC,
as Primary Collateral Agent

By: 
Name: Kevin M. Robinson
Title: Attorney-in-Fact

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Alegeus Technologies, LLC	ALEGEUS	4444762	12/3/2013
Alegeus Technologies, LLC	ALEGEUS	4426468	10/29/2013
Alegeus Technologies, LLC	ALEGEUS TECHNOLOGIES	4448672	12/10/2013
Alegeus Technologies, LLC	ALEGEUS TECHNOLOGIES	4433592	11/12/2013
Alegeus Technologies, LLC	WEALTHCARE	4968468	5/31/2016

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER	APPLICATION DATE
Alegeus Technologies, LLC	EMMA	87/719104	12/13/2017
Alegeus Technologies, LLC	GIVE US TWO MINUTES OF YOUR TIME, WE WILL GIVE YOU A LIFETIME OF SAVINGS	86/512404 ITU	1/23/2015
Alegeus Technologies, LLC	WEALTHCARE SAVER	88/044489 ITU	7/19/2018