

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490488

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Fitness Corporation		07/10/2018	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PFT Employee Benefit Solutions, Inc.		
<b>Street Address:</b>	400 Field Drive		
<b>City:</b>	Lake Forest		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60045		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5515180	MONEYSTEPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3363785400		
<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>			
<b>Phone:</b>	336.378.5200		
<b>Email:</b>	lorna.ditto@smithmoorelaw.com		
<b>Correspondent Name:</b>	Smith Moore Leatherwood LLP		
<b>Address Line 1:</b>	300 North Greene Street, Suite 1400		
<b>Address Line 4:</b>	Greensboro, NORTH CAROLINA 27401		
<b>NAME OF SUBMITTER:</b>	Lorna F. Ditto		
<b>SIGNATURE:</b>	/Lorna F. Ditto/		
<b>DATE SIGNED:</b>	09/18/2018		
<b>Total Attachments: 1</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of the 10th day of July, 2018 (the "Effective Date"), is by and between Health Fitness Corporation, a Minnesota corporation ("Assignor"), and PFT Employee Benefit Solutions, Inc., a Delaware corporation ("Assignee");

WHEREAS, Assignor owns U.S. Registration No. 5,515,180 for MONEYSTEPS for software as a service (SAAS) featuring software for enabling individuals to assess, manage, and track their financial goals, activities and behaviors, providing personalized financial coaching, access to coaches, tools, and educational resources, and providing access to additional financial professionals (the "Mark"), and the goodwill of the business associated with the Mark; and

WHEREAS, Assignor desires to assign and transfer to Assignee all of Assignor's right, title, interest and goodwill in the Mark;

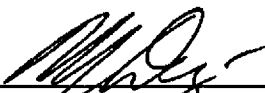
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers, and sets over to Assignee the right, title and interest in and to the Mark, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers effective as of the date first written above.

ASSIGNOR:

Health Fitness Corporation



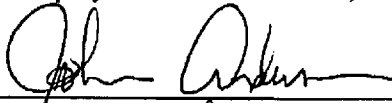
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By: *Mark Dogadolski*

Title: *C.O.O.*

ASSIGNEE:

PFT Employee Benefit Solutions, Inc



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By: *John Anderson*

Title: *President*