

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benesys, Inc.		10/05/2018	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Administrative Agent and Collateral Agent		
Street Address:	100 Federal Street, 31st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4662052	BENEFITDRIVEN.COM	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla A. Hines		
SIGNATURE:	/s/ Carla A. Hines		
DATE SIGNED:	10/05/2018		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 5th day of October 2018, by BENESYS, INC., a Michigan corporation ("Grantor"), in favor of CRESCENT AGENCY SERVICES LLC, a Delaware limited liability company, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent"), under the Credit Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of October 6, 2018 (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of October 6, 2018, among Grantor, one or more of its affiliates, and Grantee (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any such Trademark, or (b) injury to the goodwill associated with any such Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BENESYS, INC., a Michigan corporation

By 

Name: Gabriel Wood

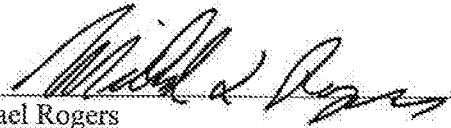
Title: Vice President and Secretary


(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

CRESCENT AGENCY SERVICES LLC,
as Agent

By: Crescent Capital Group LP, its Managing Member

By 
Name: Michael Rogers
Title: Managing Director

By 
Name: Kyle Anderson
Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Benesys, Inc.	BENEFITDRIVEN COM	4,662,052	November 12, 2013