

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights (Second Lien)		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newport Group Consulting, LLC		09/13/2018	Limited Liability Company: DELAWARE
Newport Group, Inc.		09/13/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	Royal Bank Plaza, 200 Bay Street, 12th Fl. South Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4391402	RDI RETIREMENT DISTRIBUTION INTELLIGENCE	
Registration Number:	4348386	RETIREMENT DISTRIBUTION INTELLIGENCE	
Registration Number:	4205116	RESOLUTION B E N E F I T S D E S I G N	
Registration Number:	4104144	THE DESTINATION PORTFOLIO	
Registration Number:	4086559	PLANDESTINATION	
Registration Number:	4065950	THE NEWPORT GROUP	
Registration Number:	3173627	ADMINISTRATION CONSULTING TOTAL PLAN MAN	
Registration Number:	3672536	INTERSCORE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		

CH \$215.00 4391402

Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: ALANA GRAMER

SIGNATURE: /s/ AG

DATE SIGNED: 09/13/2018

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 13, 2018, is made by NEWPORT GROUP, INC., a Delaware corporation and NEWPORT GROUP CONSULTING, LLC, a Delaware limited liability company (individually, a “Grantor” and collectively, the “Grantors”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of September 13, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), Badger Merger Sub, Inc., a Delaware corporation, which substantially concurrently with the Merger will be renamed Newport Group Holdings II, Inc. (the “Borrower”), the Lenders from time to time party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of September 13, 2018 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make their respective loans to the Borrower, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a Lien on and Security Interest in all of such Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Security Interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security

Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the Security Interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NEWPORT GROUP, INC.,
as Grantor

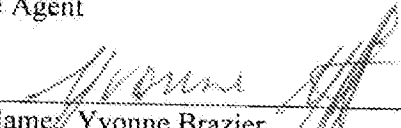
By: Sean N. Havlin
Name: Sean Havlin
Title: Chief Financial Officer and Treasurer

NEWPORT GROUP CONSULTING, LLC,
as Grantor

By: Sean N. Havlin
Name: Sean Havlin
Title: Treasurer

ROYAL BANK OF CANADA
as the Agent

By:


Name: Yvonne Brazier
Title: Manager, Agency Services

[Signature Page for Grant of Security Interest in Trademark Rights (Second Lien)]

TRADEMARK
REEL: 006463 FRAME: 0834

SCHEDULE A

U.S. Trademark Registrations and Applications

No.	Trademark	Owner Name	App. No.	App. Date	Reg. No.	Reg. Date
1.	RDI RETIREMENT DISTRIBUTION INTELLIGENCE (and design)	Newport Group, Inc.	85811950	28-Dec-12	4391402	27-Aug-13
2.	RETIREMENT DISTRIBUTION INTELLIGENCE	Newport Group, Inc.	85811983	28-Dec-12	4348386	4-Jun-13
3.	RESOLUTION BENEFITS DESIGN	Newport Group, Inc.	85515463	12-Jan-12	4205116	11-Sep-12
4.	THE DESTINATION PORTFOLIO	Newport Group, Inc.	85196849	13-Dec-10	4104144	28-Feb-12
5.	PLANDESTINATION	Newport Group, Inc.	85206768	28-Dec-10	4086559	17-Jan-12
6.	THE NEWPORT GROUP	Newport Group, Inc.	85183549	23-Nov-10	4065950	6-Dec-11
7.	ADMINISTRATION CONSULTING TOTAL PLAN MANAGEMENT1 ASSET MANAGEMENT COMMUNICATION & EDUCATION	Newport Group, Inc.	78713745	15-Sep-05	3173627	21-Nov-06
8.	INTERSCORE	INTERSERV, LLC	77666098	09-Feb-2009	3672536	25-Aug-2009