

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517593

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alight Solutions LLC		03/29/2019	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5556562	ALIGHT	
Registration Number:	5062182	ALIGHT	
Serial Number:	87857789	ALIGHT	
Serial Number:	87955539	ALIGHT	
Registration Number:	5556784	ALIGHT FINANCIAL ADVISORS	
Registration Number:	5556785	ALIGHT FINANCIAL SOLUTIONS	
Serial Number:	88158618	COMPASS ADVOCATE	
Serial Number:	88158612	COMPASS CONSUMER	
Serial Number:	88209543	COMPASS HEALTHCARE NAVIGATION SOLUTIONS	
Serial Number:	88158626	COMPASS NAVIGATOR	
Serial Number:	88310668	ELOISE	
Serial Number:	87671605	WEALTHSPARK	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		

CH \$315.00 5556562

Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42893-7

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 04/05/2019

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This **Trademark Security Agreement Supplement**, dated as of March 29, 2019, by Alight Solutions LLC (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor and Collateral Agent are party to a Security Agreement dated as of May 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent;

WHEREAS, the Grantor and Collateral Agent have executed and delivered that certain Trademark Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated as of May 1, 2017; and

WHEREAS, pursuant to Section 3.03(f)(iv) of the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement Supplement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) the Trademark registrations and applications of the Grantor that are listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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 Supplement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement Supplement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement Supplement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement Supplement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement Supplement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

ALIGHT SOLUTIONS LLC

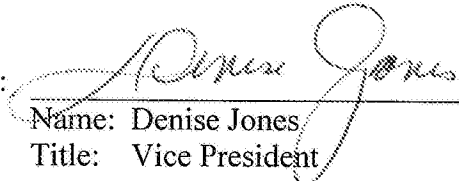
By:

Name: 
Title: EVF Legal

TRADEMARK

REEL: 006610 FRAME: 0581

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Denise Jones
Title: Vice President

**Schedule I
Trademark Registrations and Applications**

Country	Mark	Owner	App. No.	File Date	Reg. No.	Reg. Date
UNITED STATES	ALIGHT	Alight Solutions LLC	87/403,462	4/7/2017	5,556,562	9/4/2018
UNITED STATES	ALIGHT	Alight Solutions LLC	86/753,715	9/11/2015	5,062,182	10/18/2016
UNITED STATES	ALIGHT	Alight Solutions LLC	87/857,789	3/30/2018		
UNITED STATES	ALIGHT (Stylized)	Alight Solutions LLC	87/955,539	6/9/2018		
UNITED STATES	ALIGHT FINANCIAL ADVISORS	Alight Solutions LLC	87/518,096	7/6/2017	5,556,784	9/4/2018
UNITED STATES	ALIGHT FINANCIAL SOLUTIONS	Alight Solutions LLC	87/518,103	7/6/2017	5,556,785	9/4/2018
UNITED STATES	COMPASS ADVOCATE	Alight Solutions LLC	88/158,618	10/17/2018		
UNITED STATES	COMPASS CONSUMER	Alight Solutions LLC	88/158,612	10/17/2018		
UNITED STATES	COMPASS HEALTHCARE NAVIGATION SOLUTIONS	Alight Solutions LLC	88/209,543	11/28/2018		
UNITED STATES	COMPASS NAVIGATOR	Alight Solutions LLC	88/158,626	10/17/2018		
UNITED STATES	ELOISE	Alight Solutions LLC	88/310,668	2/21/2019		
UNITED STATES	WEALTHSPARK	Alight Solutions LLC	87/671,605	11/3/2017		

TRADEMARK