

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hodges-Mace, LLC		09/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	5451649	HR SUPPORT PACK	
Registration Number:	5412985	SMARTBEN SENTRY	
Registration Number:	5412984	SENTRY SMARTBEN	
Registration Number:	5412983	SMARTBEN ASSIST	
Registration Number:	5412982	ASSIST SMARTBEN	
Registration Number:	5412967	SMARTBEN EDUCATOR	
Registration Number:	5406595	HODGES MACE	
Registration Number:	5406594	SMARTBEN	
Registration Number:	5406593	SMARTBEN ESSENTIALS	
Registration Number:	5406592	ESSENTIALS SMARTBEN	
Registration Number:	5406591	SMARTBEN PATHFINDER	
Registration Number:	5406590	PATHFINDER SMARTBEN	
Registration Number:	5406589	HODGES-MACE	
Registration Number:	5396017	SMARTBEN GATEKEEPER	
Registration Number:	5396016	GATEKEEPER SMARTBEN	
Registration Number:	5778421	SMARTBEN NOW	
CORRESPONDENCE DATA			
Fax Number:	8009144240		

OP \$415.00 5451649

TRADEMARK

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.

Phone: 800-713-0755
Email: Michael.Violet@wolterskluwer.com
Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	09/11/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of September 9, 2019, by Hodges-Mace, 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 is made a party to the 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 pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

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 pledges and 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) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement 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 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.

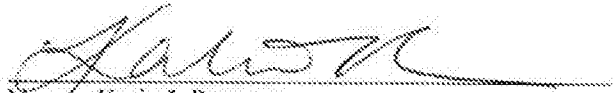
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed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

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, 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 and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

HODGES-MACE, LLC, as Grantor

A handwritten signature in black ink, appearing to read 'Katie J. Rooney', written over a horizontal dotted line.

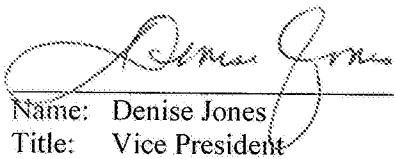
Name: Katie J. Rooney

Title: Vice President

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 006741 FRAME: 0808

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

By: 
Name: Denise Jones
Title: Vice President

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Serial Number	Registration Number	Registration Date
Hodges-Mace, LLC	HR Support Pack	87591257	5451649	4/24/2018
Hodges-Mace, LLC	SmartBen Sentry	87591262	5412985	2/27/2018
Hodges-Mace, LLC	Sentry SmartBen (logo)	87591261	5412984	2/27/2018
Hodges-Mace, LLC	SmartBen Assist	87591260	5412983	2/27/2018
Hodges-Mace, LLC	Assist SmartBen (logo)	87591258	5412982	2/27/2018
Hodges-Mace, LLC	SmartBen Educator	87582224	5412967	2/27/2018
Hodges-Mace, LLC	Hodges-Mace (Diamond Cross Logo)	87530967	5406595	2/20/2018
Hodges-Mace, LLC	SmartBen	87530964	5406594	2/20/2018
Hodges-Mace, LLC	SmartBen Essentials	87530963	5406593	2/20/2018
Hodges-Mace, LLC	Essentials SmartBen (logo)	87530959	5406592	2/20/2018
Hodges-Mace, LLC	SmartBen Pathfinder	87530958	5406591	2/20/2018
Hodges-Mace, LLC	Pathfinder SmartBen (logo)	87530956	5406590	2/20/2018
Hodges-Mace, LLC	Hodges-Mace	87530945	5406589	2/20/2018
Hodges-Mace, LLC	SmartBen Gatekeeper	87530952	5396017	2/6/2018
Hodges-Mace, LLC	Gatekeeper SmartBen (logo)	87530950	5396016	2/6/2018
Hodges-Mace, LLC	SMARTBEN NOW	87530953	5778421	6/18/2019