

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alight Solutions LLC		05/07/2020	Limited Liability Company: ILLINOIS
Hodges-Mace, LLC		05/07/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as Notes Collateral Agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	76322918	ACCESSDIRECT	
Serial Number:	86753715	ALIGHT	
Serial Number:	87403462	ALIGHT	
Serial Number:	87857789	ALIGHT	
Serial Number:	87955539	ALIGHT	
Serial Number:	87518096	ALIGHT FINANCIAL ADVISORS	
Serial Number:	87518103	ALIGHT FINANCIAL SOLUTIONS	
Serial Number:	88380381	ALIGHT SMART-CHOICE ACCOUNTS	
Serial Number:	88380377	ALIGHT SMART-CHOICE CARD	
Serial Number:	72238594	BENEFACTS	
Serial Number:	74273385	BENEFACTS	
Serial Number:	86235566	COMPASS PROFESSIONAL HEALTH SERVICES	
Serial Number:	86775568	CONSUMER HEALTH MINDSET	
Serial Number:	85948765	DC NEXUS	
Serial Number:	86186066	DEFERRALSELECT	
Serial Number:	76499636	DEFERRALSELECT.COM	
Serial Number:	76259489	EXPRESSNOW	

OP \$1315.00 76322918

Property Type	Number	Word Mark
Serial Number:	86775565	FINANCIAL MINDSET
Serial Number:	86372050	HEALTH PRO
Serial Number:	76624587	HR WORKWAYS
Serial Number:	85745386	IS THAT ME?
Serial Number:	86186060	MYDEFERRALSELECT
Serial Number:	75910651	MYHR
Serial Number:	76619797	OWN YOUR FINANCIAL FUTURE
Serial Number:	86857005	PAY U
Serial Number:	86837335	PERFORMANCE U
Serial Number:	77842641	PLAN-GUARD
Serial Number:	77839996	PLAN-SMART
Serial Number:	86674219	REAL FUTURE
Serial Number:	85498425	REIMBURSE ME
Serial Number:	86796359	TAPQUIZ
Serial Number:	86162131	UPOINT
Serial Number:	86597098	UPOINT
Serial Number:	86597114	UPOINT
Serial Number:	86775413	WORKFORCE MINDSET
Serial Number:	86019487	YOUR COVERAGE RESOURCES
Serial Number:	87591258	ASSIST SMARTBEN
Serial Number:	87530959	ESSENTIALS SMARTBEN
Serial Number:	87530950	GATEKEEPER SMARTBEN
Serial Number:	87530967	HODGES MACE
Serial Number:	87530945	HODGES-MACE
Serial Number:	87591257	HR SUPPORT PACK
Serial Number:	87530956	PATHFINDER SMARTBEN
Serial Number:	87591261	SENTRY SMARTBEN
Serial Number:	87530964	SMARTBEN
Serial Number:	87591260	SMARTBEN ASSIST
Serial Number:	87582224	SMARTBEN EDUCATOR
Serial Number:	87530963	SMARTBEN ESSENTIALS
Serial Number:	87530952	SMARTBEN GATEKEEPER
Serial Number:	87530953	SMARTBEN NOW
Serial Number:	87530958	SMARTBEN PATHFINDER
Serial Number:	87591262	SMARTBEN SENTRY

CORRESPONDENCE DATA

Fax Number: 8009144240

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:	05/08/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 7, 2020 by Alight Solutions LLC and Hodges-Mace, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent pursuant to the Indenture (in such capacity, together with its successors and assigns, the “**Notes Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of May 7, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Notes Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Notes Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Grantors hereby agree with the Notes 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. Each Grantor hereby pledges and grants to the Notes 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 such Grantor:

(a) all Trademark registrations and applications of such 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 Notes Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Notes 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 Notes Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Notes Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such 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 Agreement. 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 Notes Collateral Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of the Trademark Security Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 7. Concerning the Notes Collateral Agent. The Notes Collateral Agent makes no representations as to the validity or sufficiency of this Trademark Security Agreement. Wilmington Trust, National Association is executing this Trademark Security Agreement not in its individual or corporate capacity, but solely in its capacity as the Notes Collateral Agent under the Indenture. In acting hereunder, the Notes Collateral Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to it under the Indenture, as if such rights, privileges, immunities and indemnities were set forth herein.

[Signature pages follow.]

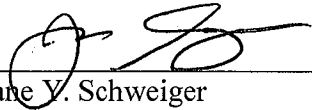
ALIGHT SOLUTIONS LLC
LIFE ACCOUNT, L.L.C.

By: *Katie Rooney*
Name: Katie J. Rooney
Title: Chief Financial Officer

HODGES-MACE, LLC

By: *Katie Rooney*
Name: Katie J. Rooney
Title: Vice President

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Notes Collateral Agent

By: 
Name: Jane V. Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006933 FRAME: 0368

Schedule I
Trademark Registrations and Applications

[See Attached]

United States Intellectual Property

Trademarks:

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Alight Solutions LLC	AccessDirect & Design	76322918	10/08/2001	2848154	06/01/2004
2.	Alight Solutions LLC	ALIGHT	86753715	09/11/2015	5062182	10/18/2016
3.	Alight Solutions LLC	ALIGHT	87403462	04/07/2017	5556562	09/04/2018
4.	Alight Solutions LLC	ALIGHT	87857789	03/30/2018		
5.	Alight Solutions LLC	alight (Stylized)	87955539	06/09/2018		
6.	Alight Solutions LLC	ALIGHT FINANCIAL ADVISORS	87518096	07/06/2017	5556784	09/04/2018
7.	Alight Solutions LLC	ALIGHT FINANCIAL SOLUTIONS	87518103	07/06/2017	5556785	09/04/2018
8.	Alight Solutions LLC	ALIGHT SMART-CHOICE ACCOUNTS	88380381	04/10/2019	5863261	09/17/2019
9.	Alight Solutions LLC	ALIGHT SMART-CHOICE CARD	88380377	04/10/2019	5863260	09/17/2019
10.	Alight Solutions LLC	BENEFACTS	72238594	02/11/1966	0823778	02/07/1967
11.	Alight Solutions LLC	BENEFACTS	74273385	05/08/1992	1782913	07/20/1993
12.	Alight Solutions LLC	COMPASS PROFESSIONAL HEALTH SERVICES	86235566	03/28/2014	4750581	06/09/2015
13.	Alight Solutions LLC	CONSUMER HEALTH MINDSET	86775568	10/01/2015	5092582	11/29/2016
14.	Alight Solutions LLC	DC Nexus	85948765	06/03/2013	4788113	08/11/2015
15.	Alight Solutions LLC	Deferralselect	86186066	02/06/2014	4609092	09/23/2014
16.	Alight Solutions LLC	DEFERRALSELECT.COM	76499636	03/21/2003	2802191	01/06/2004
17.	Alight Solutions LLC	EXPRESSNOW	76259489	05/21/2001	2517397	12/11/2001
18.	Alight Solutions LLC	FINANCIAL MINDSET	86775565	10/01/2015	4982631	06/21/2016
19.	Alight Solutions LLC	HEALTH PRO	86372050	08/20/2014	4709810	03/24/2015
20.	Alight Solutions LLC	HR WorkWays	76624587	12/16/2004	3048194	01/24/2006
21.	Alight Solutions LLC	Is That Me?	85745386	10/04/2012	4769033	07/07/2015
22.	Alight Solutions LLC	MyDeferralselect	86186060	02/06/2014	4612982	09/30/2014
23.	Alight Solutions LLC	MYHR	75910651	02/02/2000	2951951	05/17/2005
24.	Alight Solutions LLC	OWN YOUR FINANCIAL FUTURE	76619797	11/08/2004	3039550	01/10/2006

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
25.	Alight Solutions LLC	PAY U	86857005	12/22/2015	4964719	05/24/2016
26.	Alight Solutions LLC	PERFORMANCE U	86837335	12/02/2015	4964696	05/24/2016
27.	Alight Solutions LLC	Plan-Guard	77842641	10/06/2009	3790175	05/18/2010
28.	Alight Solutions LLC	Plan-Smart	77839996	10/02/2009	4075653	12/27/2011
29.	Alight Solutions LLC	REAL FUTURE	86674219	06/25/2015	5042387	09/13/2016
30.	Alight Solutions LLC	REIMBURSE ME	85498425	12/19/2011	4177168	07/17/2012
31.	Alight Solutions LLC	TAPQUIZ	86796359	10/22/2015	5079890	11/08/2016
32.	Alight Solutions LLC	UPoint	86162131	01/10/2014	4615285	09/30/2014
33.	Alight Solutions LLC	UPOINT & Design	86597098	04/14/2015	4984848	06/21/2016
34.	Alight Solutions LLC	UPOINT & Design	86597114	04/14/2015	5060394	10/11/2016
35.	Alight Solutions LLC	WORKFORCE MINDSET	86775413	10/01/2015	5048155	09/27/2016
36.	Alight Solutions LLC	Your Coverage Resources	86019487	07/25/2013	4540844	05/27/2014
37.	Hodges-Mace, LLC	ASSIST SmartBen & Design	87591258	08/31/2017	5412982	02/27/2018
38.	Hodges-Mace, LLC	ESSENTIALS SmartBen & Design	87530959	07/17/2017	5406592	02/20/2018
39.	Hodges-Mace, LLC	GATEKEEPER SmartBen & Design	87530950	07/17/2017	5396016	02/06/2018
40.	Hodges-Mace, LLC	hodges mace & Design	87530967	07/17/2017	5406595	02/20/2018
41.	Hodges-Mace, LLC	HODGES-MACE	87530945	07/17/2017	5406589	02/20/2018
42.	Hodges-Mace, LLC	HR SUPPORT PACK & Design	87591257	08/31/2017	5451649	04/24/2018
43.	Hodges-Mace, LLC	PATHFINDER SmartBen & Design	87530956	07/17/2017	5406590	02/20/2018
44.	Hodges-Mace, LLC	SENTRY SmartBen & Design	87591261	08/31/2017	5412984	02/27/2018
45.	Hodges-Mace, LLC	SMARTBEN	87530964	07/17/2017	5406594	02/20/2018
46.	Hodges-Mace, LLC	SMARTBEN ASSIST	87591260	08/31/2017	5412983	02/27/2018
47.	Hodges-Mace, LLC	SMARTBEN EDUCATOR	87582224	08/24/2017	5412967	02/27/2018
48.	Hodges-Mace, LLC	SMARTBEN ESSENTIALS	87530963	07/17/2017	5406593	02/20/2018
49.	Hodges-Mace, LLC	SMARTBEN GATEKEEPER	87530952	07/17/2017	5396017	02/06/2018
50.	Hodges-Mace, LLC	SMARTBEN NOW	87530953	07/17/2017	5778421	06/18/2019
51.	Hodges-Mace, LLC	SMARTBEN PATHFINDER	87530958	07/17/2017	5406591	02/20/2018

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
52.	Hodges-Mace, LLC	SMARTBEN SENTRY	87591262	08/31/2017	5412985	02/27/2018