

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM663227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		07/28/2021	National Banking Association:
RECEIVING PARTY DATA			
Name:	Ascensus, LLC		
Street Address:	200 Dryden Road		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4655416	TOTAL BENEFIT COMMUNICATIONS	
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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Heather Schneider		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123718.00003		
NAME OF SUBMITTER:	Heather Schneider		
SIGNATURE:	/Heather Schneider/		
DATE SIGNED:	07/28/2021		
Total Attachments: 4			
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CH \$40.00 4655416

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of July 28, 2021, from Bank of Montreal, having a principal place of business at 111 West Monroe Street, Chicago, Illinois 60603, as first lien collateral agent (in such capacity and together with its successors and assigns in such capacity, the "Collateral Agent") and first lien administrative agent (in such capacity, and together with its successors and assigns in such capacity, (the "Administrative Agent" and together with the Collateral Agent the "Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement (as hereinafter defined), to Ascensus, LLC (successor-in-interest to Ascensus Group, LLC, successor by merger to Total Benefit Communications, LLC), a Delaware limited liability company having a principal place of business at 1117 Perimeter Center West, Suite W212, Atlanta, GA 30338 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the First Lien Credit Agreement, dated as of December 2, 2013, among the Agent, the Lenders, Ascensus, Inc., a Delaware corporation ("Ascensus"), AJCF Holdings, LLC, a Delaware limited liability company ("Super HoldCo"), AJCF Corp., a Delaware corporation ("Holdings"), and its subsidiaries that are parties thereto (together with all exhibits and schedules there to and as the same may be amended, supplemented or otherwise modified from time to time (the "Credit Agreement"), or as defined in the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Guarantee and Collateral Agreement, dated as of December 2, 2013 (the "Collateral Agreement"), made by Ascensus, Super HoldCo, Holdings and certain of its subsidiaries, including Grantor, in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Pledged Trademarks (as hereinafter defined); and

WHEREAS, pursuant to the Collateral Agreement, that certain Notice and Confirmation of Grant of Security Interest in Trademarks ("Security Agreement"), dated as of March 24, 2015 between Grantor and Collateral Agent, was recorded in the United States Patent and Trademark Office on March 25, 2015, at Reel 5485, Frame 0462; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Pledged Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Pledged Trademarks pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees 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 Security Agreement.

2. Pledged Trademarks: The term “Pledged Trademarks,” as used herein, shall mean all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks..

3. Release of Security Interest: The Collateral Agent hereby terminates, releases and discharges its Security Interest in the Pledged Trademarks, and any right, title or interest of the Collateral Agent in such Pledged Trademarks shall hereby cease and become void.

4. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the law of the state of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules are not mandatorily applicable by statute and would require or permit the application of the laws of another jurisdiction.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF MONTREAL, as Collateral Agent and
as Administrative Agent

By: _____
Name: Mitchell Kinastowski
Title: Vice President

SCHEDULE I

Trademark Registrations

	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
1.	TOTAL BENEFIT COMMUNICATIONS	86/173,406	4,655,416	12/16/2014