

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG		08/02/2021	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Ascensus, LLC		
Street Address:	200 Dryden Rd.		
City:	Dresher		
State/Country:	PENNSYLVANIA		
Postal Code:	19025		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ExpertPlan, Inc.		
Street Address:	50 Millstone Road		
Internal Address:	Building 400, Suite 100		
City:	East Windsor		
State/Country:	NEW JERSEY		
Postal Code:	08520		
Entity Type:	Corporation: DELAWARE		
Name:	Ascensus College Savings Recordkeeping Services, LLC		
Street Address:	95 Wells Avenue		
Internal Address:	Suite 160		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02459		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	3651929	ASCENSUS	
Registration Number:	4724945	ASCENSUS	
Registration Number:	4724946	ASCENSUS	
Registration Number:	4832593	ASCENSUS	
Registration Number:	3644352	ASCENSUS	

CH \$715.00 3651929

Property Type	Number	Word Mark
Registration Number:	4724947	ASCENSUS
Registration Number:	4724949	ASCENSUS
Registration Number:	4832595	ASCENSUS
Registration Number:	4832594	ASCENSUS
Registration Number:	3648277	PEOPLE MATTER. QUALITY FIRST. INTEGRITY
Registration Number:	2681039	IRADIRECT
Registration Number:	3020665	IRA SUPERTRAIN
Registration Number:	2830707	RETIREMENT CENTRAL
Registration Number:	3810501	SIMPLIFIER
Registration Number:	4655416	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	2233369	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	4744689	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	4086411	
Registration Number:	4223621	EXPERTNVEST
Registration Number:	4181673	EXPERTPLAN
Registration Number:	4053506	FUNDTRA(K)
Registration Number:	2675224	EXPERTPLAN
Serial Number:	86173366	ASCENSUS
Serial Number:	86173326	ASCENSUS
Serial Number:	86173396	ASCENSUS ALWAYS HAVE A PLAN
Serial Number:	86396364	UNITE
Serial Number:	86396352	UNITE
Serial Number:	86396342	UNITE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 312.862.4396

Email: noreen.gosselin@kirkland.com

Correspondent Name: Noreen Gosselin

Address Line 1: 300 North LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 25359-18

NAME OF SUBMITTER: Noreen Gosselin

SIGNATURE: /Noreen Gosselin/

DATE SIGNED: 08/05/2021

Total Attachments: 5

source=Ascensus - 2L Release (5681_0197;_5689_0192) - Executed#page1.tif
source=Ascensus - 2L Release (5681_0197;_5689_0192) - Executed#page2.tif
source=Ascensus - 2L Release (5681_0197;_5689_0192) - Executed#page3.tif
source=Ascensus - 2L Release (5681_0197;_5689_0192) - Executed#page4.tif
source=Ascensus - 2L Release (5681_0197;_5689_0192) - Executed#page5.tif

RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 2, 2021 (this “Release”), by Credit Suisse AG, Cayman Islands Branch (also known as Credit Suisse), as administrative agent and collateral agent (in such capacity, the “Agent”) for the Secured Parties in favor of Ascensus, LLC (f/k/a Ascensus, Inc. and successor-in-merger to Total Benefit Communications, LLC), a Delaware limited liability company, ExpertPlan, Inc., a Delaware corporation and Ascensus College Savings Recordkeeping Services, LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”).

RECITALS

WHEREAS, that certain Second Lien Pledge and Security Agreement, dated as of December 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) was entered into among the Loan Parties party thereto and the Agent, pursuant to which the Grantors granted a security interest to the Agent in the Released Collateral (as defined below);

WHEREAS, pursuant to the Security Agreement, the Grantors entered into that certain Second Lien Intellectual Property Security Agreement dated December 3, 2015 and recorded with the United States Patent and Trademark Office (the “USPTO”) on December 3, 2015 at Reel/Frame 5681/0197 and on December 10, 2015 at Reel/Frame 5689/0192 (the “IP Security Agreement”) in favor of the Agent for the Secured Parties; and

WHEREAS, pursuant to the IP Security Agreement, each Grantor jointly and severally granted to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a Lien on and security interest in all of its right, title and interest in and to all of the following property, whether then owned by or owing to, or thereafter acquired by or arising in favor of such Grantor, and regardless of where located (all of which are collectively referred to herein as the “Released Collateral”):

(a) all (i) trademarks, service marks, common law marks, trade names, trade dress, and logos, slogans and other indicia of origin under the Requirements of Law of any jurisdiction in the world, and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) renewals of the foregoing; (iii) income, royalties, damages, and payments then or thereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; (iv) rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) rights corresponding to any of the foregoing (“Trademarks”), including all Trademark registrations and applications for Trademark registration in the USPTO listed on Schedules I thereto;

(b) any and all (i) patents and patent applications; (ii) inventions described and claimed therein; (iii) reissues, divisions, continuations, renewals, extensions and continuations in part thereof; (iv) income, royalties, damages, claims, and payments then or thereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof; (v) rights to sue for past, present, and future infringements thereof; and (vi) rights corresponding to any of the foregoing (“Patents”);

(c) all (i) copyrights, rights and interests in copyrights, works protectable by copyright whether published or unpublished, copyright registrations and copyright applications; (ii) renewals of any of the foregoing; (iii) income, royalties, damages, and payments then or thereafter due or

payable under any of the foregoing, including damages or payments for past or future infringements for any of the foregoing; (iv) rights to sue for past, present, and future infringements of any of the foregoing; and (e) rights corresponding to any of the foregoing (“Copyrights”); and

(d) all Proceeds of the foregoing;

in each case to the extent the foregoing items constituted Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of itself and the Secured Parties, agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Security Agreement or the IP Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Agent, without representation, warranty or recourse, hereby (a) terminates, cancels, discharges and releases the security interest in all right, title or interest of each Grantor in or to any and all Released Collateral, including, but not limited to, the foregoing listed on Schedule I attached hereto, granted pursuant to the Security Agreement or the IP Security Agreement and (b) authorizes the recordation of this Release with the USPTO at the Grantors’ expense.

SECTION 3. Governing Law. This Release and any claim, controversy or dispute arising under or related to this Release, whether in tort, contract (at law or in equity) or otherwise, shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflict of laws principles that would result in the application of any law other than the law of the State of New York.

SECTION 4. Counterparts. This Release may be executed in one or more counterparts and by different signatories in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release. Delivery of an executed counterpart of a signature page to this Release by facsimile or by email as a “.pdf” or “.tif” attachment or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

[Signature Page Follows]


IN WITNESS WHEREOF, the Agent has duly executed this Release as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Agent

By: 

Name: **Authorized Signatory**

Title: **Vipul Dhadda**

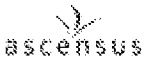
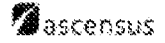
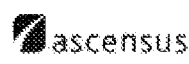
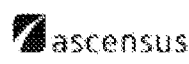

By: 

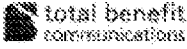



Name: **Jessica Gavarkovs**

Title: **Authorized Signatory**

SCHEDULE I

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS FOR TRADEMARK
REGISTRATION**

	Title	Application Number	Application Date	Registration Number	Registration Date	Record Owner
1.	Ascensus	77297707	10/5/2007	3,651,929	7/7/2009	Ascensus, Inc.
2.	Ascensus	86173308	1/23/2014	4724945	4/21/15	Ascensus, Inc.
3.	Ascensus	86173336	1/23/2014	4724946	4/21/2015	Ascensus, Inc.
4.	Ascensus	86173291	1/23/2014	4832593	10/13/2015	Ascensus, Inc.
5.	Ascensus	86173366	1/23/2014	N/A	N/A	Ascensus, Inc.
6.	Ascensus	86173326	1/23/2014	N/A	N/A	Ascensus, Inc.
7.		77340320	11/29/2007	3,644,352	6/23/2009	Ascensus, Inc.
8.		86173350	1/23/2014	4724947	4/21/2015	Ascensus, Inc.
9.		86173376	1/23/2014	4724949	4/21/2015	Ascensus, Inc.
10.		86173385	1/23/2014	4832595	10/13/2015	Ascensus, Inc.
11.		86173343	1/23/2014	4832594	10/13/2015	Ascensus, Inc.
12.	ASCENSUS ALWAYS HAVE A PLAN	86173396	1/23/2014	N/A	N/A	Ascensus, Inc.
13.	People Matter. Quality First. Integrity Always.®	77316730	10/30/2007	3,648,277	6/30/2009	Ascensus, Inc.
14.	IRAdirect	76409823	5/16/2002	2,681,039	1/28/2003	Ascensus, Inc.
15.	IRA Supertrain	78495520	10/6/2004	3,020,665	11/29/2005	Ascensus, Inc.
16.	Retirement Central	76976296	10/4/2000	2,830,707	4/6/2004	Ascensus, Inc.
17.	Simplifier	77866082	11/9/2009	3,810,501	6/29/2010	Ascensus, Inc.
18.	Total Benefit Communications	86173406	1/23/2014	4655416	12/16/2014	Total Benefit Communications, LLC
19.	Total Benefit Communications	75296244	5/22/1997	2,233,369	3/23/1999	Total Benefit Communications, LLC

20.		867194,181	2/14/2014	4744689	5/26/2015	ExpertPlan, Inc.
21.		85189011	12/2/2010	4,086,411	1/17/2012	ExpertPlan, Inc.
22.	ExpertNvest	77711295	4/18/2009	4,223,621	10/16/2012	ExpertPlan, Inc.
23.	EXPERTPLAN & Design	85188988	12/2/2010	4,181,673	7/31/2012	ExpertPlan, Inc.
24.	Fundra(k)	77827322	9/16/2009	4,053,506	11/8/2011	ExpertPlan, Inc.
25.	EXPERTPLAN	78116005	3/19/2002	2,675,224	1/14/2003	ExpertPlan, Inc.
26.		86396364	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC
27.		86396352	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC
28.	UNITE	86396342	9/16/2014	N/A	N/A	Ascensus College Savings Recordkeeping Services, LLC

Schedule I