

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM665718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCENSUS, LLC		08/02/2021	Limited Liability Company: DELAWARE
QBI, LLC		08/02/2021	Limited Liability Company: DELAWARE
POLYCOMP ADMINISTRATIVE SERVICES, INC.		08/02/2021	Corporation: CALIFORNIA
401(K) ADMINISTRATIVE FIDUCIARY SOLUTIONS, INC.		08/02/2021	Corporation: OHIO
BENECO SYSTEMS, LLC		08/02/2021	Limited Liability Company: ARIZONA
DEDICATED DEFINED BENEFIT SERVICES, LLC		08/02/2021	Limited Liability Company: CALIFORNIA
GOLDLEAF PARTNERS SERVICES, INC.		08/02/2021	Corporation: MINNESOTA
KRAVITZ, LLC		08/02/2021	Limited Liability Company: DELAWARE
THE HOWARD E. NYHART COMPANY, INCORPORATED		08/02/2021	Corporation: INDIANA
UNITED RETIREMENT PLAN CONSULTANTS, INC.		08/02/2021	Corporation: FLORIDA
ASCENSUS COLLEGE SAVINGS RECORDKEEPING SERVICES, LLC		08/02/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	KKR LOAN ADMINISTRATION SERVICES LLC		
Street Address:	30 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 49			

CH \$1240.00 2262098

Property Type	Number	Word Mark
Registration Number:	2262098	GHBA
Registration Number:	2275307	GHBA
Registration Number:	2233369	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	2550939	401K PLUS
Serial Number:	88669190	ASCENSUS
Serial Number:	88669106	
Serial Number:	88669282	
Registration Number:	4791340	
Registration Number:	4754198	PENSION STRATEGIES
Registration Number:	3976207	QP
Serial Number:	88880379	READYSAVE
Registration Number:	3651929	ASCENSUS
Registration Number:	4724945	ASCENSUS
Registration Number:	4724946	ASCENSUS
Registration Number:	4832593	ASCENSUS
Registration Number:	5054994	ASCENSUS
Registration Number:	4724947	ASCENSUS
Registration Number:	4724949	ASCENSUS
Registration Number:	4832594	ASCENSUS
Registration Number:	4832595	ASCENSUS
Registration Number:	5054995	ASCENSUS
Registration Number:	5054996	ASCENSUS ALWAYS HAVE A PLAN
Registration Number:	3020665	IRA SUPERTRAIN
Registration Number:	2681039	IRADIRECT
Registration Number:	3648277	PEOPLE MATTER. QUALITY FIRST. INTEGRITY
Registration Number:	2830707	RETIREMENT CENTRAL
Registration Number:	3810501	SIMPLIFIER
Registration Number:	4744689	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	4655416	TOTAL BENEFIT COMMUNICATIONS
Registration Number:	6099088	529 FIT
Registration Number:	4883964	UNITE
Registration Number:	4883966	UNITE
Registration Number:	4883965	UNITE
Registration Number:	6022555	QBI QUALIFIED BUYER INDEX
Registration Number:	4099021	QBI
Registration Number:	4862627	INVESTOR CHOICE IRA
Registration Number:	5626481	3(16) SELECT
Registration Number:	3754052	BENECO

Property Type	Number	Word Mark
Registration Number:	2651868	ONEPERSONPLUS
Registration Number:	4582863	EXPERIENCE THE GOLD STANDARD
Registration Number:	4693572	FIDUCIARY ASSISTANT
Registration Number:	4582860	GOLDLEAF PARTNERS
Registration Number:	4582865	GOLDLEAF PARTNERS
Registration Number:	5444564	REDEFINING EASY
Registration Number:	3350543	CASH BALANCE COACH
Registration Number:	5115738	VOTAIRE
Registration Number:	3989279	NYHART
Registration Number:	4287530	COMPLETELY INVESTED IN YOU
Registration Number:	3887260	UNITED RETIREMENT PLAN CONSULTANTS

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: Kirkland & Ellis LLP

Address Line 2: 300 North LaSalle

Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	25359-18
NAME OF SUBMITTER:	Noreen Gosselin
SIGNATURE:	/Noreen Gosselin/
DATE SIGNED:	08/06/2021

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2021 (this “Agreement”), between the grantors listed on the signature pages hereto (each, a “Grantor”) and KKR LOAN ADMINISTRATION SERVICES LLC, as Second Lien Collateral Agent (in such capacity, the “Second Lien Collateral Agent”).

Reference is hereby made to that certain Second Lien Credit Agreement, dated as of August 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among MERCURY INTERMEDIATE II, INC., a Delaware corporation (the “Initial Holdings”), MERCURY MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”), whose rights and obligations under the Second Lien Credit Agreement and the other Second Lien Loan Documents as the “Borrower” will be assumed by MERCURY BORROWER, INC., a Delaware corporation (the “Company”), after giving effect to the Assumption and Release pursuant to Section 9.22 of the Second Lien Credit Agreement immediately upon consummation of the AqGen Acquisition, the other GRANTORS from time to time party thereto, ASCENSUS HOLDINGS, INC. (the “Additional Borrower”), the Lenders party thereto and KKR LOAN ADMINISTRATION SERVICES LLC, as Second Lien Administrative Agent and Second Lien Collateral Agent, and that certain Second Lien Collateral Agreement, dated as of August 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the Second Lien Collateral Agreement) from time to time party thereto and the Second Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Second Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Second Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the Second Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Second Lien Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the Trademark

Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement. For the avoidance of doubt, the words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ASCENSUS, LLC

QBI, LLC

POLYCOMP ADMINISTRATIVE SERVICES,
INC.

401(K) ADMINISTRATIVE FIDUCIARY
SOLUTIONS, INC.

BENECO SYSTEMS, LLC

DEDICATED DEFINED BENEFIT
SERVICES, LLC

GOLDLEAF PARTNERS SERVICES, INC.

KRAVITZ, LLC

THE HOWARD E. NYHART COMPANY,
INCORPORATED

UNITED RETIREMENT PLAN
CONSULTANTS, INC.,

each as a Grantor



By

Name: James Lucania

Title: Treasurer

ASCENSUS COLLEGE SAVINGS
RECORDKEEPING SERVICES, LLC,
as Grantor

By

Name: Michael Folmer

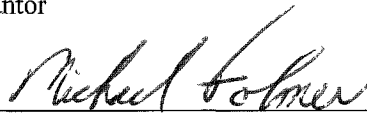
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

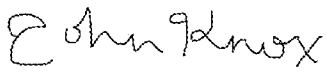
ASCENSUS, LLC
QBI, LLC
POLYCOMP ADMINISTRATIVE SERVICES,
INC.
401(K) ADMINISTRATIVE FIDUCIARY
SOLUTIONS, INC.
BENECO SYSTEMS, LLC
DEDICATED DEFINED BENEFIT
SERVICES, LLC
GOLDLEAF PARTNERS SERVICES, INC.
KRAVITZ, LLC
THE HOWARD E. NYHART COMPANY,
INCORPORATED
UNITED RETIREMENT PLAN
CONSULTANTS, INC.,
each as a Grantor

By _____
Name: James Lucania
Title: Treasurer

ASCENSUS COLLEGE SAVINGS
RECORDKEEPING SERVICES, LLC,
as Grantor

By  _____
Name: Michael Folmer
Title: Treasurer

KKR LOAN ADMINISTRATION SERVICES
LLC, as Second Lien Collateral Agent

By: 
Name: John Knox
Title: CFO

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Jurisdiction	Registration Number / Serial Number	Registration Date / Filing Date	Owner
GHBA	United States	2262098	07/20/1999	Ascensus, LLC
GHBA	United States	2275307	09/07/1999	Ascensus, LLC
TOTAL BENEFIT COMMUNICATIONS & design	United States	2233369	03/23/1999	Ascensus, LLC
401K PLUS	United States	2550939	03/19/2002	Ascensus, LLC
ASCENSUS & design	United States	88/669190	10/25/2019 ITU	Ascensus, LLC
DESIGN ONLY	United States	88/669106	10/25/2019 ITU	Ascensus, LLC
DESIGN ONLY	United States	88/669282	10/25/2019 ITU	Ascensus, LLC
DESIGN ONLY	United States	4791340	08/11/2015	Ascensus, LLC
PENSION STRATEGIES	United States	4754198	06/16/2015	Ascensus, LLC
QP	United States	3976207	06/07/2011	Ascensus, LLC
READYSAVE	United States	88/880379	04/21/2020 ITU	Ascensus, LLC
ASCENSUS	United States	3651929	07/07/2009	Ascensus, LLC
ASCENSUS	United States	4724945	04/21/2015	Ascensus, LLC
ASCENSUS	United States	4724946	04/21/2015	Ascensus, LLC
ASCENSUS	United States	4832593	10/13/2015	Ascensus, LLC
ASCENSUS	United States	5054994	10/04/2016	Ascensus, LLC
ASCENSUS & design	United States	4724947	04/21/2015	Ascensus, LLC
ASCENSUS & design	United States	4724949	04/21/2015	Ascensus, LLC
ASCENSUS & design	United States	4832594	10/13/2015	Ascensus, LLC
ASCENSUS & design	United States	4832595	10/13/2015	Ascensus, LLC
ASCENSUS & design	United States	5054995	10/04/2016	Ascensus, LLC
ASCENSUS ALWAYS HAVE A PLAN & design	United States	5054996	10/04/2016	Ascensus, LLC
IRA SUPERTRAIN	United States	3020665	11/29/2005	Ascensus, LLC
IRADIRECT	United States	2681039	01/28/2003	Ascensus, LLC
PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.	United States	3648277	06/30/2009	Ascensus, LLC
RETIREMENT CENTRAL	United States	2830707	04/06/2004	Ascensus, LLC
SIMPLIFIER	United States	3810501	06/29/2010	Ascensus, LLC
TOTAL BENEFIT COMMUNICATIONS & design	United States	4744689	05/26/2015	Ascensus, LLC
TOTAL BENEFIT COMMUNICATIONS	United States	4655416	12/16/2014	Ascensus, LLC

Trademark	Jurisdiction	Registration Number / Serial Number	Registration Date / Filing Date	Owner
529 FIT	United States	6099088	07/14/2020	Ascensus College Savings Recordkeeping Services, LLC
UNITE	United States	4883964	01/12/2016	Ascensus College Savings Recordkeeping Services, LLC
UNITE & design	United States	4883966	01/12/2016	Ascensus College Savings Recordkeeping Services, LLC
UNITE & design	United States	4883965	01/12/2016	Ascensus College Savings Recordkeeping Services, LLC
QBI QUALIFIED BUYER INDEX & design	United States	6022555	03/31/2020	QBI, LLC
QBI	United States	4099021	02/14/2012	QBI, LLC DBA Qualified Benefits
INVESTOR CHOICE IRA	United States	4862627	12/01/2015	Polycomp Administrative Services, Inc.
3(16) SELECT	United States	5626481	12/11/2018	401(k) Administrative Fiduciary Solutions, Inc.
BENECO	United States	3754052	03/02/2010	Beneco Systems, LLC
ONEPERSONPLUS	United States	2651868	11/19/2002	Dedicated Defined Benefit Services, LLC
EXPERIENCE THE GOLD STANDARD	United States	4582863	08/12/2014	Goldleaf Partners Services, Inc.
FIDUCIARY ASSISTANT	United States	4693572	02/24/2015	Goldleaf Partners Services, Inc.
GOLDLEAF PARTNERS	United States	4582860	08/12/2014	Goldleaf Partners Services, Inc.
GOLDLEAF PARTNERS & design	United States	4582865	08/12/2014	Goldleaf Partners Services, Inc.
REDEFINING EASY	United States	5444564	04/10/2018	Goldleaf Partners Services, Inc.
CASH BALANCE COACH	United States	3350543	12/04/2007	Kravitz, LLC
VOTAIRE	United States	5115738	01/03/2017	The Howard E. Nyhart Company Incorporated
NYHART	United States	3989279	07/05/2011	The Howard E. Nyhart Company Incorporated DBA Nyhart
COMPLETELY INVESTED IN YOU	United States	4287530	02/12/2013	United Retirement Plan Consultants, Inc.
UNITED RETIREMENT PLAN CONSULTANTS	United States	3887260	12/07/2010	United Retirement Plan Consultants, Inc.