

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749474

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benefitfocus.com, Inc.		08/17/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as administrative agent		
Street Address:	10 South Dearborn, Floor L2, SUITE IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	88408234	CONSUMER BENEFITS COVERAGE INDEX	
Serial Number:	88375282	BENEFITSAIGE	
Serial Number:	87859161	BENEFITFOCUS BENEFITSPPLACE	
Serial Number:	86393856	ON RAMP	
Serial Number:	86343824	ONE PLACE	
Serial Number:	86014564	ALL YOUR BENEFITS. IN YOUR POCKET.	
Serial Number:	86016139	BENEFITFOCUS	
Serial Number:	86923373	BENEFITFOCUS	
Serial Number:	85360182	ALL YOUR BENEFITS. ONE PLACE.	
Serial Number:	76103636	BENEFITFOCUS	
Serial Number:	90674714	BENEFITFOCUS	
Serial Number:	90259696	BENEFITFOCUS	
Serial Number:	90505063	HR INTOUCH	
Serial Number:	88823936	BENEFITFOCUS FOR LIFE	
Serial Number:	88842634	BENEFITPLACE	
Serial Number:	90283606	BENEFITPLACE	
Serial Number:	90617680	STATE OF EMPLOYEE BENEFITS	
Serial Number:	90674710	SOEB	
Serial Number:	88408896	CBCI	

CH \$540.00 88408234

Property Type	Number	Word Mark
Serial Number:	90899077	B. IN THE KNOW.
Serial Number:	90899078	B. IN THE KNOW.

CORRESPONDENCE DATA

Fax Number:

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: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	22712166
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	08/18/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) dated as of August 17, 2022 is among Benefitfocus.com, Inc., a South Carolina corporation (the “Grantor”), and JPMorgan Chase Bank, N.A. (“Administrative Agent”) on behalf of the Lenders and the other Secured Parties (as defined in the Credit Agreement, defined below).

WITNESSETH

WHEREAS, pursuant to a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantor, BenefitStore, LLC, a South Carolina limited liability company and Benefitfocus, Inc., a Delaware corporation (each a “Borrower” and collectively, the “Borrowers”), the other Loan Parties party thereto, the Lenders party thereto, and Administrative Agent, the Lenders have extended Commitments to make Loans and issue Letters of Credit to the Borrowers;

WHEREAS, each Grantor has entered into a Pledge and Security Agreement dated as of the date hereof, by and among the Borrowers, the other Loan Parties party thereto, and Administrative Agent (as amended, supplemented, restated, replaced or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, as a condition precedent to the making of the Loans and issuance of Letters of Credit, each Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of Administrative Agent and each other Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement or Credit Agreement, as applicable.

Section 2. Grant of Security Interest in the Collateral. Each Grantor grants to Administrative Agent for the benefit of the Secured Parties a continuing lien on and security interest in all of the following property of each such Grantor (the “Collateral”), whether now owned or hereafter acquired:

(a) **Trademarks.** Trademarks, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Trademarks” means with respect to any Person, all of such Person’s right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor; (iii) all renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all 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

(vi) all rights corresponding to any of the foregoing throughout the world, including, without limitation, each Trademark application and registration listed on Schedule A hereto);

(b) **Licenses.** Licenses in respect of any Trademark, whether now owned or hereafter acquired, or in which such Grantor now has or hereafter acquires any rights (the term “Licenses” means with respect to any Person, all of such Person’s right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof); and

(c) **Proceeds and Products.** All proceeds and products of the foregoing and all insurance of the foregoing and proceeds thereof, whether now existing or hereafter arising, including, without limitation, (i) any claims by such Grantor against third parties for damages by reason of past, present or future infringement or dilution of any Trademark or of any Trademark licensed under any License, or for injury to the goodwill of the business connected with the use of, or symbolized by, any Trademark or of any Trademark licensed under any License, and (ii) any claim by such Grantor against third parties for damages by reason of past, present or future misappropriation or wrongful use or disclosure of any trade secret or other property or right described above or of any such trade secret or other property or right licensed under any license or agreement described above, and together with the right to sue for and collect the damages described in the immediately preceding clause (i).

Notwithstanding anything to the contrary in clauses (a) - (c) above, the security interest created by this Agreement shall not extend to, and the term “Collateral” shall not include (i) any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, or (ii) assets in respect of which pledges and security interests are prohibited by applicable U.S. law, rules or regulations or agreements with any U.S. governmental authority (other than to the extent that such prohibition would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408, 9-409 or other applicable provisions of the UCC of any relevant jurisdiction or any other applicable law); provided that, immediately upon the ineffectiveness, lapse or termination of any such prohibitions, such assets shall automatically cease to be excluded from the Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

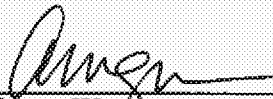
Section 4. Continuing Agreement. This Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until payment in full of all Secured Obligations.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

[signature pages follow]


IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

BENEFITFOCUS.COM, INC.

By: 
Name: Alpana Wegder
Title: Chief Financial Officer

Accepted and agreed to as of the date first above written.

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: David Tepper
Title: Vice President

SCHEDULE A

Registered Trademarks

Owner	Mark	Appl. Serial Number	Registration Number	Country
Benefitfocus.com, Inc.	CONSUMER BENEFITS COVERAGE INDEX	88408234	5946551	US
Benefitfocus.com, Inc.	BENEFITSAIGE	88375282	5901734	US
Benefitfocus.com, Inc.	BENEFITFOCUS BENEFITSPPLACE	87859161	5699142	US
Benefitfocus.com, Inc.	ON RAMP	86393856	5105506	US
Benefitfocus.com, Inc.	ONE PLACE	86343824	4758876	US
Benefitfocus.com, Inc.	ALL YOUR BENEFITS. IN YOUR POCKET.	86014564	4527136	US
Benefitfocus.com, Inc.	BENEFITFOCUS	86016139	4565511	US
Benefitfocus.com, Inc.	BENEFITFOCUS	86923373	5483411	US
Benefitfocus.com, Inc.	ALL YOUR BENEFITS. ONE PLACE.	85360182	4102028	US
Benefitfocus.com, Inc.	BENEFITFOCUS	76103636	2496059	US
Benefitfocus.com, Inc.	BENEFITFOCUS	90674714	6629170	US
Benefitfocus.com, Inc.	BENEFITFOCUS	90259696	6452479	US
Benefitfocus.com, Inc.	HR INTOUCH	90505063	6682864	US
Benefitfocus.com, Inc.	BENEFITFOCUS FOR LIFE	88823936	6577272	US
Benefitfocus.com, Inc.	BENEFITPLACE	88842634	6421056	US
Benefitfocus.com, Inc.	BENEFITPLACE	90283606	6452584	US
Benefitfocus.com, Inc.	STATE OF EMPLOYEE BENEFITS	90617680	6630699	US
Benefitfocus.com, Inc.	SOEB (Acronym)	90674710	6615322	US
Benefitfocus.com, Inc.	CBCI	88408896	5994388	US

Pending Trademark Applications

Owner	Mark	Appl. Serial Number	Country
Benefitfocus.com, Inc.	B IN THE KNOW	90899077	US
Benefitfocus.com, Inc.	B IN THE KNOW (Logo)	90899078	US