

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757547

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	1L Trademark Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/21/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Newport Group, Inc.
Street Address:	1350 Treat Boulevard
Internal Address:	Suite 300
City:	Walnut Creek
State/Country:	CALIFORNIA
Postal Code:	94597
Entity Type:	Corporation: DELAWARE
Name:	Plan Administrators, Inc.
Street Address:	1300 Enterprise Drive
City:	De Pere
State/Country:	WISCONSIN
Postal Code:	54115
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6367291	N
Registration Number:	4065950	THE NEWPORT GROUP
Registration Number:	3173627	ADMINISTRATION CONSULTING TOTAL PLAN MAN
Registration Number:	2800385	PLAN 4 MOST
Registration Number:	2821214	PLAN 4 ONE
Serial Number:	88780109	COPILOT
Registration Number:	6785356	NEWPORT RETIREMENT SERVICES
Registration Number:	6789120	NEWPORT RETIREMENT SERVICES
Serial Number:	90831334	COPILOT
Serial Number:	90907211	COPILOT

CH \$265.00 6367291

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:** 3128622000**Email:** rob.soneson@kirkland.com**Correspondent Name:** Rob Soneson**Address Line 1:** 300 N LaSalle**Address Line 2:** Kirkland & Ellis LLP**Address Line 4:** Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	51741-2
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	09/26/2022

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of September 21, 2022 (this “Agreement”), between Newport Group, Inc. and Plan Administrators, Inc. (each, a “Grantor”) and JPMORGAN CHASE BANK, N.A., as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of August 2, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”) among MERCURY INTERMEDIATE II, INC., a Delaware corporation (“Initial Holdings”), MERCURY BORROWER, INC., a Delaware corporation (the “Mercury Borrower”), ASCENSUS HOLDINGS, INC. (“Ascensus Holdings”, and together with the Mercury Borrower, the “Borrower”), the other GRANTORS from time to time party thereto, the Lenders party thereto and JPMORGAN CHASE BANK, N.A., as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of August 2, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Borrower, the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First 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 First 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 First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First 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 First 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 First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First 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. First Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

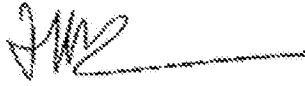
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement 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.

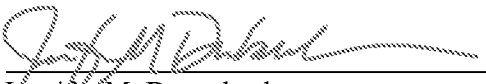
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEWPORT GROUP, INC.
PLAN ADMINISTRATORS, INC.,
each as a Grantor

By: 
Name: Joseph Dansky
Title: Secretary

JPMORGAN CHASE BANK, N.A., as First
Lien Collateral Agent

By: 
Name: Jennifer M. Dunneback
Title: Executive Director

Schedule I

United States Registered and Applied-For Trademarks

Trademark	Jurisdiction	Registration Number / Serial Number	Registration Date / Filing Date	Owner
N (Logo Trademark)	USPTO	6,367,291	6/1/2021	Newport Group, Inc.
THE NEWPORT GROUP	USPTO	4,065,950	12/6/2011	Newport Group, Inc.
ADMINISTRATION CONSULTING TOTAL PLAN MANAGEMENT ASSET MANAGEMENT COMMUNICATION & EDUCATION (& LOGO)	USPTO	3,173,627	11/21/2006	Newport Group, Inc.
PLAN 4 MOST design	USPTO	2,800,385	12/30/2003	Plan Administrators, Inc.
PLAN 4 ONE design	USPTO	2,821,214	3/9/2004	Plan Administrators, Inc.
COPILOT	USPTO	U.S. App. No. 88/780,109	1/31/2020	Plan Administrators, Inc.
NEWPORT RETIREMENT SERVICES	USPTO	6,785,356	7/12/2022	Newport Group, Inc.
NEWPORT RETIREMENT SERVICES	USPTO	6,789,120	7/12/2022	Newport Group, Inc.
COPILOT	USPTO	U.S. App. No. 90/831334	7/15/2021	Plan Administrators, Inc.
COPILOT	USPTO	U.S. App. No. 90/907211	8/27/2021	Plan Administrators, Inc.