

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Evolution Benefits, Inc.	06/29/2011
RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7174302
Patent Number:	7197468
Patent Number:	7680679
CORRESPONDENCE DATA	
Fax Number:	(404)572-5135
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	404-572-3458
Email:	slake@kslaw.com
Correspondent Name:	Susan Lake, Paralegal
Address Line 1:	1180 Peachtree Street
Address Line 2:	King & Spalding
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	09642-015021
NAME OF SUBMITTER:	Susan Lake

OP \$120.00 7174302

Total Attachments: 6
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of June 29, 2011, is made by the entity listed on the signature page hereof (“Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders, the L/C Issuers and other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower (the “Borrower”), EB Holdings II Corp., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, the L/C Issuers and other Secured Parties, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Subject to the terms and provisions of the Guaranty and Security Agreement, the Grantor, as collateral security for the complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights

to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that "Patent Collateral" shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. (a) The interest in the Patent Collateral being assigned hereunder shall not be construed as a current assignment, but rather as a security interest that provides the Secured Parties such rights as are provided to holders of security interests under applicable Requirements of Law.

(b) The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Subject to the terms and provisions of the Guaranty and Security Agreement, the Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with their Patents Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, the of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

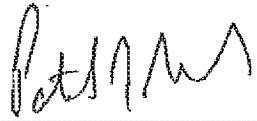
Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EVOLUTION BENEFITS, INC.,
as Grantor

By: 
Name: Patrick Murphy
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: _____
Name:
Title: Its Duly Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

EVOLUTION BENEFITS, INC.,
as Grantor

By: _____
Name: Patrick Murphy
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Assistant
Secretary

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By:  _____
Name: Milan Petel
Title: Its Duly Authorized Signatory

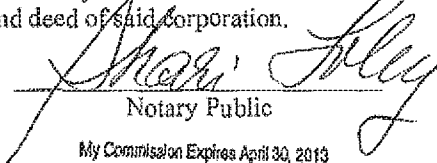
[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Ct
COUNTY OF Hartford ss. Avon

On this ___ day of June, 2011 before me personally appeared Patrick Murphy, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Evolution Benefits, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
My Commission Expires April 30, 2013

[ACKNOWLEDGEMENT OF GRANTOR FOR PATENT SECURITY AGREEMENT]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

A. REGISTERED PATENTS AND PATENT APPLICATIONS

Patent	Owner	Jurisdiction	Application No. Application Date	Registration No. Registration Date
System and method for processing flexible spending account transactions	Evolution Benefits, Inc.	United States	09/878,891 June 11, 2001	7,174,302 February 6, 2007
Method and system for processing transactions involving accounts for reimbursing medical expenses or patient responsible balances with multiple transaction substantiation modes	Evolution Benefits, Inc.	United States	10/739,218 December 19, 2003	7,197,468 March 27, 2007
Method and system for processing transactions involving accounts for reimbursing medical expenses or patient responsible balances with multiple transaction substantiation modes	Evolution Benefits, Inc.	United States	11/698,026 January 26, 2007	7,680,679 March 16, 2010

B. IP LICENSES

None.