

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5233414

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| SPRING CONSULTING GROUP, LLC | 08/01/2018 |
| RECEIVING PARTY DATA | |
| Name: | JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |
| Street Address: | 10 SOUTH DEARBORN, FLOOR 12 |
| Internal Address: | MC: IL1-1145 |
| City: | CHICAGO |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| PROPERTY NUMBERS Total: 8 | |
| Property Type | Number |
| Patent Number: | 7761352 |
| Patent Number: | 8060387 |
| Patent Number: | 8145510 |
| Patent Number: | 8340987 |
| Patent Number: | 8340988 |
| Patent Number: | 8676686 |
| Patent Number: | 8060384 |
| Patent Number: | 8275684 |
| CORRESPONDENCE DATA | |
| Fax Number: | (800)914-4240 |
| <i>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.</i> | |
| Phone: | 8007130755 |
| Email: | Michael.Violet@wolterskluwer.com |
| Correspondent Name: | CT CORPORATION |
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| Address Line 2: | SUITE 125 |
| Address Line 4: | COLUMBUS, OHIO 43219 |
| NAME OF SUBMITTER: | DORIS KA |
| SIGNATURE: | /Doris Ka/ |

PATENT

| | |
|---------------------|------------|
| DATE SIGNED: | 11/12/2018 |
|---------------------|------------|

Total Attachments: 5

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RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Spring Consulting Group, LLC

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 1, 2018

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other_

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A., as Administrative Agent
Internal Address: MC: IL1-1145

Street Address: 10 South Dearborn, Floor 12

City: Chicago

State: IL

Country: USA Zip: 60603

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

see attached Schedule I

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 57320.1347

Email Address: dka@cahill.com

6. Total number of applications and patents involved: 8


7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: 
Signature

November 12, 2018
Date

Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of August 1, 2018, by Spring Consulting Group, an Alera Group Company, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of August 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

- (a) Patents of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow.]

SPRING CONSULTING GROUP, AN ALERA GROUP
COMPANY, LLC

By: W.B. Corrigan
Name: William Corrigan
Title: Vice President & Chief Financial Officer

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

By: Matthew Brennan
Name: *MATTHEW BRENNAN*
Title: *Authorized Officer*

Schedule I
to
PATENT SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

Patents:

| <u>OWNER</u> | <u>PATENT NUMBER</u> | <u>TITLE</u> |
|------------------------------|--------------------------|---|
| Spring Consulting Group, LLC | 7,761,352 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,060,387 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,145,510 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,340,987 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,340,988 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,676,686 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,060,384 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |
| Spring Consulting Group, LLC | 8,275,684 | PROGRAM FOR ALTERNATIVE FUNDING OF EMPLOYEE AND RETIREE BENEFITS |

Patent Applications:

None.