

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comdisco, Inc.		04/10/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Benefitpoint, Inc.		
Street Address:	11831 North Creek Parkway		
City:	N. Bothell		
State/Country:	WASHINGTON		
Postal Code:	98011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75536804	BENEFITPOINT	
CORRESPONDENCE DATA			
Fax Number:	(310)820-8859		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-442-8828		
Email:	ngoldberg@bakerlaw.com		
Correspondent Name:	Baker & Hostetler LLP		
Address Line 1:	Nina Goldberg		
Address Line 2:	12100 Wilshire Blvd., 15th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	089375.000006		
NAME OF SUBMITTER:	Nina Goldberg		
Signature:	/Nina Goldberg/		
Date:	10/18/2010		

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Total Attachments: 4

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April 10, 2003

BenefitPoint, Inc.
801 Montgomery St., 4th Floor
San Francisco, CA 94133
Attn: John Randazzo, Chief Executive Officer

Payoff and Release Agreement (the "Agreement")

Ladies and Gentlemen:

Reference is made to that certain Master Lease Agreement dated January 14, 2000, as amended (together with certain associated Equipment Schedules, the "Lease Agreement"), that certain Subordinated Loan and Security Agreement dated as of January 14, 2000, as amended (the "Loan Agreement") and that certain Restructuring Agreement dated as of June 17, 2002 (together with its associated exhibits, schedules, Security Agreements (including, but not limited to, the Security Agreement by and between HoldCo (as defined below) and Comdisco, Inc. and the Security Agreement by and between Alliance (as defined below) and Comdisco, Inc., each as of June 17, 2002)), pledge agreements (including, but not limited to, the Pledge Agreement by and between HoldCo and Comdisco, Inc. (as defined below) dated as of June 17, 2002 (the "Pledge Agreement")), Guarantees (including, but not limited to, the Guaranty by and between HoldCo and Comdisco, Inc. and the Guaranty by and between Alliance and Comdisco, each dated as of June 17, 2002 (collectively, the "Guarantees")), and other grants of security interests, the "Restructuring Agreement," and together with the Lease Agreement and the Loan Agreement, the "Loan Documents," by and among (a) Comdisco, Inc., a Delaware corporation ("Comdisco") (b) BenefitPoint, Inc., a Delaware corporation (the "Company") (c) BenefitPoint Holding Corp, a Delaware corporation ("HoldCo") and (d) BenefitsAlliance.com, Inc., a Delaware corporation (together with the Company and HoldCo, the "BenefitsAlliance Entities"), as applicable. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the relevant documents.

Comdisco Ventures, Inc., a Delaware corporation ("Comdisco") is the successor in interest to Comdisco, Inc. with respect to all of Comdisco, Inc.'s interests in the Loan Documents.

The Company intends to pay off amounts owing pursuant to the Loan Documents in full. For purposes of the foregoing, the BenefitPoint Entities and Comdisco hereby agree as follows:

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[REDACTED]


2. (a) Comdisco shall be deemed to have automatically released all of its liens on and security interests in any and all collateral granted by the BenefitPoint Entities in connection with the Loan Documents or any other agreement between Comdisco and any of the BenefitPoint Entities, including without limitation any and all Collateral (as defined in each of the Loan Documents), Pledged Collateral (as defined in the Pledge Agreement) and any

collateral grants of security interest in copyrights, patents and trademarks, (b) each of the Guarantees shall be terminated, (c) Comdisco shall deliver to the Company any Pledged Collateral in the possession of Comdisco (including without limitation any certificated securities and stock powers), and (d) the Company shall be authorized to file any UCC-3 termination statements necessary to terminate Comdisco's security interest in the Collateral.

[REDACTED]

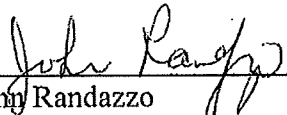
Very truly yours,

COMDISCO VENTURES, INC.

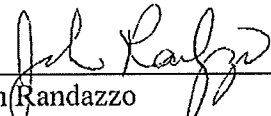
By: 
Name: Victor Hanna
Title: Managing Director

ACKNOWLEDGED AND AGREED:

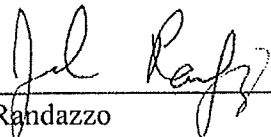
BENEFITPOINT, INC.

By: 
Name: John Randazzo
Title: Chief Executive Officer

BENEFITPOINT HOLDING CORP.

By: 
Name: John Randazzo
Title: Chief Executive Officer

BENEFITSALLIANCE.COM, INC.

By: 
Name: John Randazzo
Title: Chief Executive Officer

SIGNATURE PAGE TO PAYOFF AND RELEASE AGREEMENT

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RECORDED: 10/18/2010

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