

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BMC Acquisition, Inc.		05/01/2012	CORPORATION: DELAWARE
CP Merger Sub Corp.		05/01/2012	CORPORATION: DELAWARE
BM Merger Sub Corp.		05/01/2012	CORPORATION: DELAWARE
Centerstone Insurance and Financial Services		05/01/2012	CORPORATION: CALIFORNIA
Mather and Strohl Administrative Services, Inc.		05/01/2012	CORPORATION: MARYLAND
A.G. Insurance Agencies, Inc.		05/01/2012	CORPORATION: TEXAS
DKG Insurance and Financial Service, Inc.		05/01/2012	CORPORATION: TEXAS
CompuPay, Inc.		05/01/2012	CORPORATION: FLORIDA
CompuPay Insurance Services, Inc.		05/01/2012	CORPORATION: FLORIDA
CompuPay Investments, Inc.		05/01/2012	CORPORATION: TENNESSEE
PayMaxx, Inc.		05/01/2012	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank, as Agent
<b>Street Address:</b>	39200 Six Mile Road
<b>Internal Address:</b>	M/C 7578
<b>City:</b>	Livonia
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	a Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Serial Number:	85531018	PAYROLL EXCHANGE
Serial Number:	85531012	EX EMPLOYER SERVICES EXCHANGE

Registration Number:	4019126	BENEFITMALL BENEFITUNIVERSITY CONTINUING EDUCATION
Registration Number:	4019127	BENEFITUNIVERSITY
Registration Number:	3970270	PHONE PAY/FAX PAY
Registration Number:	3970269	AFTER PAYROLL SOLUTIONS
Registration Number:	3957323	EX HEALTHCARE EXCHANGE
Registration Number:	3957322	EX EXCHANGE
Registration Number:	3953780	EX HEALTHCARE EXCHANGE EXCHANGING IDEAS. FINDING SOLUTIONS
Registration Number:	3921772	CLIENT READY QUOTE SYSTEM
Registration Number:	3808704	HEALTHCARE EXCHANGE
Registration Number:	3692380	B
Registration Number:	3651893	PAYCOMP
Registration Number:	3324465	B BENEFITMALL PARTNERSHIP. PEOPLE. PRODUCTS.
Registration Number:	3329402	PARTNERSHIP PEOPLE PRODUCTS
Registration Number:	3514243	BEING THE BEST! ONE PAYROLL AT A TIME
Registration Number:	3196338	ONE PAY
Registration Number:	3195358	AFTER PAYROLL SOLUTIONS
Registration Number:	3161172	PHONE PAY/FAX PAY
Registration Number:	3138970	W WESTON GROUP BENEFITS, LLC
Registration Number:	3299265	INNOVATION PAYS
Registration Number:	2859688	B BENEFITMALL
Registration Number:	2859691	BENEFITMALL
Registration Number:	2761339	DSI PAYROLL SERVICES
Registration Number:	2447702	POWER401K
Registration Number:	2415824	PAYVIEW
Registration Number:	2463562	PAYLOAD
Registration Number:	2469227	WEBLOAD
Registration Number:	2663803	POWER125
Registration Number:	2298118	COMPUPAY
Registration Number:	2444848	POWER PAYROLL
Registration Number:	2048448	PAYROLL ONLINE
Registration Number:	1734585	POWERCOLLECTOR
Registration Number:	1735209	PAYMAXX
Registration Number:	1643163	PAYRIGHT

Registration Number:	3135110	XPRESSPAYROLL
Serial Number:	85355788	COMPUPAY TIME

**CORRESPONDENCE DATA**

Fax Number: 7349302494  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 734-761-3780  
Email: asujek@bodmanlaw.com  
Correspondent Name: Angela Alvarez Sujek - Bodman PLC  
Address Line 1: 201 South Division, Ste. 400  
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	05/14/2012

**Total Attachments: 15**  
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## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of May 1, 2012 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

### WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of May 1, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among BMC Acquisition, Inc., BM Merger Sub Corp. and CP Merger Sub Corp. (the "Borrowers" and each a "Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of May 1, 2012, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a

licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license;

provided that “Trademark Collateral” shall not include rights under or with respect to any, license, permit or authorization to the extent any such, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the “Restricted Assets”), provided that (A) the Proceeds of any Restricted Asset shall continue to be deemed to be “Trademark Collateral”, and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the applicable Debtor shall be obligated to obtain any waiver or consent (in form and substance acceptable to the Agent) necessary to allow such Restricted Asset to constitute Trademark Collateral hereunder if the failure of such Debtor to have such Restricted Asset would have a Material Adverse Effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 13.10(d) of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

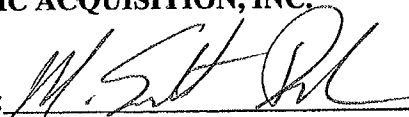
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

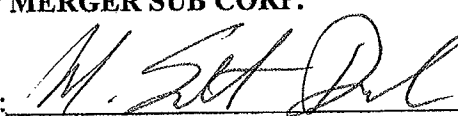
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of the day and year first written above.

DEBTORS:

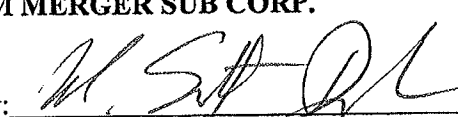
**BMC ACQUISITION, INC.**

By:   
Name: Scott Donaldson  
Its: President

**CP MERGER SUB CORP.**

By:   
Name: Scott Donaldson  
Its: President

**BM MERGER SUB CORP.**

By:   
Name: Scott Donaldson  
Its: President

**CENTERSTONE INSURANCE AND  
FINANCIAL SERVICES**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

DEBTORS:

**BMC ACQUISITION, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

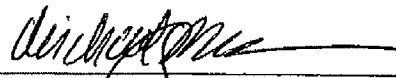
**CP MERGER SUB CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BM MERGER SUB CORP.**

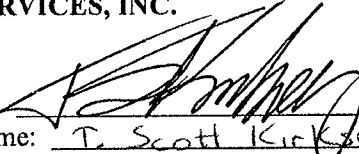
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CENTERSTONE INSURANCE AND  
FINANCIAL SERVICES**

By:   
Name: Michael Gomes  
Title: President



**MATHER AND STROHL ADMINISTRATIVE  
SERVICES, INC.**

By:   
Name: T. Scott Kirksey  
Title: Chief Financial officer

**AG INSURANCE AGENCIES, INC.**

By: \_\_\_\_\_  
Name: Michael Gomes  
Title: President

**DKG INSURANCE AND FINANCIAL  
SERVICE, INC.**

By: \_\_\_\_\_  
Name: Michael Gomes  
Title: President

**COMPUPAY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**COMPUPAY INSURANCE SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**MATHER AND STROHL ADMINISTRATIVE SERVICES, INC.**

By: \_\_\_\_\_  
Name: T. Scott Kirksey  
Title: Chief Financial Officer

**AG INSURANCE AGENCIES, INC.**

By:   
Name: Michael Ganes  
Title: President

**DKG INSURANCE AND FINANCIAL SERVICE, INC.**

By:   
Name: Michael Ganes  
Title: President

**COMPUPAY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMPUPAY INSURANCE SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MATHER AND STROHL ADMINISTRATIVE SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

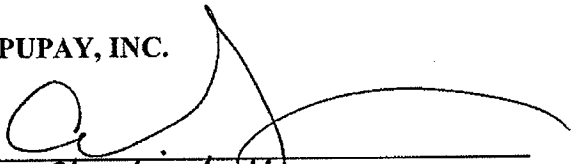
**AG INSURANCE AGENCIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**DKG INSURANCE AND FINANCIAL SERVICE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

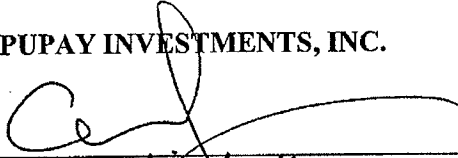
**COMPUPAY, INC.**

By:   
Name: Charlie Lathrop  
Title: CEO

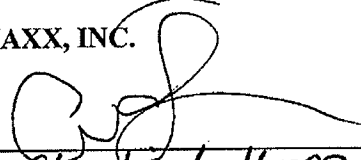
**COMPUPAY INSURANCE SERVICES, INC.**

By:   
Name: Charlie Lathrop  
Title: CEO

COMPUPAY INVESTMENTS, INC.

By:   
Name: Charlie Lathrop  
Title: CEO

PAYMAXX, INC.

By:   
Name: Charlie Lathrop  
Title: CEO

SECURED PARTY:

~~AGENT~~

COMERICA BANK, as Agent

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

David Whitney  
SVP

TRADEMARK

REEL: 004779 FRAME: 0199

**SCHEDULE 1.1**

**TRADEMARK COLLATERAL**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
PAYROLL EXCHANGE	85/531018	2/1/12	n/a	n/a	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
EX EMPLOYER SERVICES EXCHANGE (and Design)	85/531012	2/1/12	n/a	n/a	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
BENEFITMALL BENEFITUNIVERSITY CONTINUING EDUCATION (and Design)	85/233534	2/3/11	4,019,126	8/30/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
BENEFITUNIVERSITY	85/233542	2/3/11	4,019,127	8/30/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
PHONE PAY/FAX PAY	85/145445	10/5/10	3,970,270	5/31/11	CompuPay, Inc. (a Florida corporation)
AFTER PAYROLL SOLUTIONS	85/145436	10/5/10	3,970,269	5/31/11	CompuPay, Inc. (a Florida corporation)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
EX HEALTHCARE EXCHANGE (Stylized letters)	85/120806	9/1/10	3,957,323	5/10/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
EX EXCHANGE (Stylized letters)	85/120790	9/1/10	3,957,322	5/10/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
EX HEALTHCARE EXCHANGE EXCHANGING IDEAS. FINDING SOLUTIONS (Stylized letters)	85/033204	5/7/10	3,953,780	5/3/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
CLIENT READY QUOTE SYSTEM	77/894977	12/16/09	3,921,772	2/22/11	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
HEALTHCARE EXCHANGE	77/790599	7/27/09	3,808,704	6/22/10	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
B (and Design)	77/697237	3/23/09	3,692,380	10/6/09	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
PAYCOMP	77/282202	9/18/07	3,651,893	7/7/09	CompuPay, Inc. (a Florida corporation)
B BENEFITMALL PARTNERSHIP. PEOPLE. PRODUCTS. (Stylized letters)	78/926207	7/10/06	3,324,465	10/30/07	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
PARTNERSHIP PEOPLE PRODUCTS	78/926241	7/10/06	3,329,402	11/6/07	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
BEING THE BEST! ONE PAYROLL AT A TIME	78/861586	4/14/06	3,514,243	10/7/08	CompuPay, Inc. (a Florida corporation)
ONE PAY	78/781864	12/28/05	3,196,338	1/9/07	CompuPay, Inc. (a Florida corporation)
AFTER PAYROLL SOLUTIONS	78/765223	12/2/05	3,195,358	1/2/07	CompuPay, Inc. (a Florida corporation)
PHONE PAY/FAX PAY	78/765243	12/2/05	3,161,172	10/17/06	CompuPay, Inc. (a Florida corporation)



Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
W WESTON GROUP BENEFITS, LLC (Stylized letters)	78/725196	10/3/05	3,138,970	9/5/06	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
INNOVATION PAYS	78/696637	8/19/05	3,299,265	9/25/07	CompuPay, Inc. (a Florida corporation)
B BENEFITMALL (Stylized letters)	76/521017	6/9/03	2,859,688	7/6/04	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
BENEFITMALL	76/521596	6/9/03	2,859,691	7/6/04	Centerstone Insurance and Financial Services, Inc. dba BenefitMall (a California corporation)
DSI PAYROLL SERVICES	76/449365	9/9/02	2,761,339	9/9/03	CompuPay, Inc. (a Florida corporation)
POWER401K	75/892691	1/7/00	2,447,702	5/1/01	CompuPay, Inc. (a Florida corporation)
PAYVIEW	75/892693	1/7/00	2,415,824	12/26/00	CompuPay, Inc. (a Florida corporation)
PAYLOAD	75/892694	1/7/00	2,463,562	6/26/01	CompuPay, Inc. (a Florida corporation)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
WEBLOAD	75/892690	1/7/00	2,469,227	7/17/01	CompuPay, Inc. (a Florida corporation)
POWER125	75/892692	1/7/00	2,663,803	12/17/02	CompuPay, Inc. (a Florida corporation)
COMPUPAY	75/576035	10/23/98	2,298,118	12/7/99	CompuPay, Inc. (a Florida corporation)
POWER PAYROLL	75/558704	9/23/98	2,444,848	4/17/01	CompuPay, Inc. (a Florida corporation)
PAYROLL ONLINE	75/037344	12/26/95	2,048,448	3/25/97	CompuPay, Inc. (a Florida corporation)
POWERCOLLECTOR	74/262221	4/3/92	1,734,585	11/24/92	CompuPay, Inc. (a Florida corporation)
PAYMAXX	74/262223	4/3/92	1,735,209	11/24/92	CompuPay, Inc. (a Florida corporation)
PAYRIGHT	74/002637	11/16/89	1,643,163	4/30/91	CompuPay, Inc. (a Florida corporation)
XPRESSPAYROLL	78/560837	2/4/05	3,135,110	8/29/06	CompuPay, Inc. (a Florida corporation)
COMPUPAY TIME	85/355788	6/24/11	n/a	n/a	CompuPay, Inc. (a Florida corporation)