

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Restat, LLC		10/01/2013	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	4045920	ALIGN
Registration Number:	4047399	ALIGN EVERYONE BENEFITS
Registration Number:	3163610	MEMBERREPORTAL
Registration Number:	3026478	REPORTAL
Registration Number:	3223775	REPORTAL
Registration Number:	3031390	RESTAT
Registration Number:	3866577	RESTAT
Registration Number:	1908726	RESTAT

**CORRESPONDENCE DATA**

Fax Number: 3125585700  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312 558-6352  
 Email: lkonrath@winston.com

CH \$215.00 4045920

Correspondent Name: Laura Konrath  
Address Line 1: 35 W Wacker Drive  
Address Line 2: Winston & Strawn LLP, Suite 4200  
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-392
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	10/03/2013

Total Attachments: 5  
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## GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of October 1, 2013, is made by RESTAT, LLC, a Wisconsin limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the equal and ratable benefit of the Secured Creditors (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent").

The Grantor has executed and delivered that certain Joinder to Security Agreement, dated as of October 1, 2013, in favor of the Collateral Agent for the equal and ratable benefit of the Secured Creditors (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"). The Grantor has pledged and granted to the Collateral Agent a continuing security interest in all intellectual property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of Collateral Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. (a) This Agreement is made to secure the satisfactory performance and payment of all of (i) the Secured Obligations, (ii) the obligations and liabilities of the Borrower under the Parent Guaranty and (iii) the obligations and liabilities of the Subsidiary Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Collateral Agent shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this confirmatory grant.

(b) The Grantor hereby pledges and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, a lien in and security interest in all of the Grantor's right, title and interest, whether now owned or hereafter acquired, in and to (i) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Schedule A, and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all rights corresponding to any of the foregoing throughout the world (the "Trademarks").

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions

thereof. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK, BUT OTHERWISE WITHOUT REGARD TO THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RESTAT, LLC

By: 

Name: Jeffrey Park

Title: Chief Financial Officer, Executive Vice  
President - Finance, Secretary and Treasurer

[Signature Page to Grant of Security Interest in Trademark Rights (RESTAT, LLC)]

**TRADEMARK**

**REEL: 005124 FRAME: 0234**

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

By: Krys Szremcki  
Name: Krys Szremcki  
Title: Vice President

**SCHEDULE A**

**U.S. AND FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS AND  
U.S. AND FOREIGN EXCLUSIVE TRADEMARK LICENSES**

**Federal Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
ALIGN	USA	4045920	10/25/2011
ALIGN EVERYONE BENEFITS	USA	4047399	11/01/2011
MEMBERREPORTAL	USA	3163610	10/24/2006
REPORTAL	USA	3026478	12/13/2005
REPORTAL AND DESIGN	USA	3223775	04/03/2007
RESTAT	USA	3031390	12/20/2005
RESTAT	USA	3866577	10/26/2010
RESTAT AND DESIGN	USA	1908726	08/01/1995

**State Trademarks**

None.