

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517593

| | | | |
|---|---|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alight Solutions LLC | | 03/29/2019 | Limited Liability Company: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of America, N.A. | | |
| Street Address: | 901 Main Street | | |
| City: | Dallas | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75202 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5556562 | ALIGHT | |
| Registration Number: | 5062182 | ALIGHT | |
| Serial Number: | 87857789 | ALIGHT | |
| Serial Number: | 87955539 | ALIGHT | |
| Registration Number: | 5556784 | ALIGHT FINANCIAL ADVISORS | |
| Registration Number: | 5556785 | ALIGHT FINANCIAL SOLUTIONS | |
| Serial Number: | 88158618 | COMPASS ADVOCATE | |
| Serial Number: | 88158612 | COMPASS CONSUMER | |
| Serial Number: | 88209543 | COMPASS HEALTHCARE NAVIGATION SOLUTIONS | |
| Serial Number: | 88158626 | COMPASS NAVIGATOR | |
| Serial Number: | 88310668 | ELOISE | |
| Serial Number: | 87671605 | WEALTHSPARK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128622200 | | |
| <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: | 3128622000 | | |
| Email: | rob.soneson@kirkland.com | | |
| Correspondent Name: | Rob Soneson | | |

CH \$315.00 5556562

Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 42893-7

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 04/05/2019

Total Attachments: 5

source=Tempo -- Trademark Security Agreement (Execution Version New TM)_(60395572_2) Final#page1.tif
source=Tempo -- Trademark Security Agreement (Execution Version New TM)_(60395572_2) Final#page2.tif
source=Tempo -- Trademark Security Agreement (Execution Version New TM)_(60395572_2) Final#page3.tif
source=Tempo -- Trademark Security Agreement (Execution Version New TM)_(60395572_2) Final#page4.tif
source=Tempo -- Trademark Security Agreement (Execution Version New TM)_(60395572_2) Final#page5.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This **Trademark Security Agreement Supplement**, dated as of March 29, 2019, by Alight Solutions LLC (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor and Collateral Agent are party to a Security Agreement dated as of May 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent;

WHEREAS, the Grantor and Collateral Agent have executed and delivered that certain Trademark Security Agreement made by the Grantor and such other Persons to the Collateral Agent dated as of May 1, 2017; and

WHEREAS, pursuant to Section 3.03(f)(iv) of the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement Supplement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral 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 Trademark Collateral. The Grantor hereby grants to the Collateral 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) the Trademark registrations and applications of the Grantor that are listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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 Trademark Security Agreement Supplement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement Supplement

by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement Supplement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement Supplement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement Supplement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

ALIGHT SOLUTIONS LLC

By:

Name:

John A. McQuate

Title:

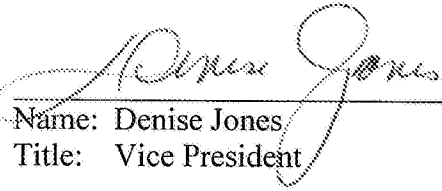
EVP Legal

TRADEMARK

REEL: 006610 FRAME: 0581

BANK OF AMERICA, N.A., as Collateral Agent

By:



A handwritten signature in cursive script, appearing to read "Denise Jones", is written over a horizontal line. The signature is fluid and extends above and below the line.

Name: Denise Jones

Title: Vice President

**Schedule I
Trademark Registrations and Applications**

| Country | Mark | Owner | App. No. | File Date | Reg. No. | Reg. Date |
|----------------|---|----------------------|-----------------|------------------|-----------------|------------------|
| UNITED STATES | ALIGHT | Alight Solutions LLC | 87/403,462 | 4/7/2017 | 5,556,562 | 9/4/2018 |
| UNITED STATES | ALIGHT | Alight Solutions LLC | 86/753,715 | 9/11/2015 | 5,062,182 | 10/18/2016 |
| UNITED STATES | ALIGHT | Alight Solutions LLC | 87/857,789 | 3/30/2018 | | |
| UNITED STATES | ALIGHT (Stylized) | Alight Solutions LLC | 87/955,539 | 6/9/2018 | | |
| UNITED STATES | ALIGHT FINANCIAL ADVISORS | Alight Solutions LLC | 87/518,096 | 7/6/2017 | 5,556,784 | 9/4/2018 |
| UNITED STATES | ALIGHT FINANCIAL SOLUTIONS | Alight Solutions LLC | 87/518,103 | 7/6/2017 | 5,556,785 | 9/4/2018 |
| UNITED STATES | COMPASS ADVOCATE | Alight Solutions LLC | 88/158,618 | 10/17/2018 | | |
| UNITED STATES | COMPASS CONSUMER | Alight Solutions LLC | 88/158,612 | 10/17/2018 | | |
| UNITED STATES | COMPASS HEALTHCARE NAVIGATION SOLUTIONS | Alight Solutions LLC | 88/209,543 | 11/28/2018 | | |
| UNITED STATES | COMPASS NAVIGATOR | Alight Solutions LLC | 88/158,626 | 10/17/2018 | | |
| UNITED STATES | ELOISE | Alight Solutions LLC | 88/310,668 | 2/21/2019 | | |
| UNITED STATES | WEALTHSPARK | Alight Solutions LLC | 87/671,605 | 11/3/2017 | | |