

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342176

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRGIN PULSE, INC.		05/21/2015	CORPORATION: DELAWARE
VP PARENT HOLDINGS, INC.		05/21/2015	CORPORATION: DELAWARE
VIRGIN LIFE CARE HEALTH ZONES, INC.		05/21/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OBSIDIAN AGENCY SERVICES, INC.		
Street Address:	2951 28TH STREET, SUITE 1000		
City:	SANTA MONICA		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3279568	HEALTHMILES	
Registration Number:	3285805	TAKE CHARGE TRACK RESULTS EARN REWARDS	
Registration Number:	3461818	GOZONE	
Registration Number:	3566614	GET ACTIVE. GET REWARDS.	
Registration Number:	3566615	LIVE LIFE LIVELY	
Registration Number:	3566616	HEALTHMILES	
Registration Number:	3566617	HEALTHZONE	
Registration Number:	3962308	PAY-FOR-PREVENTION	
Serial Number:	86057542	CHANGING LIVES FOR GOOD	
Serial Number:	86057676	CHANGING LIVES FOR GOOD	
Serial Number:	86057682	CHANGING LIVES FOR GOOD	
Serial Number:	86057686	CHANGING LIVES FOR GOOD. MAKING COMPANIE	
Serial Number:	86057685	CHANGING LIVES FOR GOOD	
Serial Number:	86057692	CHANGING LIVES FOR GOOD. MAKING COMPANIE	
Serial Number:	86057694	CHANGING LIVES FOR GOOD. MAKING COMPANIE	
Serial Number:	86057697	CHANGING LIVES FOR GOOD. MAKING COMPANIE	

CH \$415.00 3279568

CORRESPONDENCE DATA**Fax Number:**

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.

Email: Irizzo@milbank.com**Correspondent Name:** Milbank, Tweed, Hadley & McCloy LLP**Address Line 1:** 601 S. Figueroa Street, 30th Floor**Address Line 4:** Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	37773.10600
--------------------------------	-------------

NAME OF SUBMITTER:	Miguel Ruiz
---------------------------	-------------

SIGNATURE:	/Miguel Ruiz/
-------------------	---------------

DATE SIGNED:	05/21/2015
---------------------	------------

Total Attachments: 5

source=Executed - Virgin Pulse - Trademark Security Agreement (2)#page1.tif

source=Executed - Virgin Pulse - Trademark Security Agreement (2)#page2.tif

source=Executed - Virgin Pulse - Trademark Security Agreement (2)#page3.tif

source=Executed - Virgin Pulse - Trademark Security Agreement (2)#page4.tif

source=Executed - Virgin Pulse - Trademark Security Agreement (2)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of May 21, 2015 (this "**Agreement**"), among Virgin Pulse, Inc., a Delaware corporation (the "**Borrower**"), VP Parent Holdings, Inc., a Delaware corporation ("**Holdings**") and the other Subsidiaries of Holdings and each other entity from time to time party hereto (together with the Borrower and Holdings, each a "**Grantor**", and collectively, the "**Grantors**"), and Obsidian Agency Services, Inc., as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of May 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Grantors and the Collateral Agent and (b) the Credit Agreement dated as of May 21, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Holdings, the lenders from time to time party thereto (the "**Lenders**") and Obsidian Agency Services, Inc., as administrative agent and collateral agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

Accordingly, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title or interest in or to any and all of the following assets and properties (collectively, the "**Trademark Collateral**"):

(a) all trademarks, service marks, trade names, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof listed on Schedule I (the "**Trademarks**"); and

(b) all goodwill associated with or symbolized by the Trademarks.

Notwithstanding the foregoing, no security interest is granted in any intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law; provided that, at such time a verified statement of actual use of any such Trademark is filed with the United States Patent and Trademark Office, such Trademark shall immediately be included in the Trademark Collateral, and any security interest that would otherwise be granted herein shall attach immediately to such Trademark.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

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

Grantors:

VIRGIN PULSE, INC.

By: 

Name: Derek Ransom

Title: Chief Financial Officer, Treasurer, and Secretary

VP PARENT HOLDINGS, INC.

By: 

Name: Derek Ransom

Title: Chief Financial Officer, Treasurer, and Secretary

VIRGIN LIFE CARE HEALTH ZONES, INC.

By: 

Name: Derek Ransom

Title: Chief Financial Officer, Treasurer and Secretary

Collateral Agent:

OBSIDIAN AGENCY SERVICES, INC., as
Collateral Agent

By: 

Name: Philip Tseng

Title: Vice President

Schedule I

I. Trademarks

<u>Record Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Virgin Healthmiles, Inc.	HEALTHMILES	3279568	8/14/2007
Virgin Healthmiles, Inc.	TAKE CHARGE TRACK RESULTS EARN REWARDS	3285805	8/28/2007 *Registration Canceled
Virgin Pulse, Inc.	GOZONE	3461818	7/8/2008
Virgin Healthmiles, Inc.	GET ACTIVE. GET REWARDS	3566614	1/27/2009
Virgin Healthmiles, Inc.	LIVE LIFE LIVELY	3566615	1/27/2009
Virgin Pulse, Inc.	HEALTHMILES	3566616	1/27/2009
Virgin Pulse, Inc.	HEALTHZONE	3566617	1/27/2009
Virgin Healthmiles, Inc.	PAY-FOR-PREVENTION	3962308	5/17/2011

II. Trademark Applications

			<u>Application Date</u>
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	86/057,542	
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	86/057,676	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	86/057,682	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	86/057,685	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	86/057,686	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	86/057,692	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	86/057,694	9/6/2013
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD. MAKING COMPANIES BETTER.	86/057,697	9/6/2013

III. Licenses

Trademark License Agreement relating to the VIRGIN PULSE trademark between Virgin Enterprises Limited, a company registered in England and Wales, and Virgin Pulse, Inc. dated May 21, 2015.