OP \$1890.00 37826;

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM390804

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The StayWell Company, LLC		07/01/2016	Limited Liability Company: DELAWARE
StayWell Health Management, LLC		07/01/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	7711 Plantation Road, First Floor
City:	Roanoke
State/Country:	VIRGINIA
Postal Code:	24019
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 75

PROPERTY NUMBERS	1	May May
Property Type	Number	Word Mark
Registration Number:	3782621	ACCESSPOINT
Registration Number:	3824033	PATIENTNET
Registration Number:	1637931	HEALTHPATH
Registration Number:	2235949	CHANGING BEHAVIOR CHANGING LIVES
Registration Number:	2683056	EAT FOR THE HEALTH OF IT
Registration Number:	2063073	FOCUSED INTERVENTION
Registration Number:	3258042	HEALTHGUIDE
Registration Number:	2049135	HEALTHPATH
Registration Number:	2115345	HEALTHSHARE
Registration Number:	2069398	HEALTHSTEP
Registration Number:	1889656	HEALTHSTEP
Registration Number:	2659107	JUST A MINUTE
Registration Number:	2651880	MOVE TO IMPROVE
Registration Number:	2769349	NEXTSTEPS
Registration Number:	3958892	REACH YOUR PEAK
Registration Number:	3768613	STAYWELL CHOICE
Registration Number:	3807839	STAYWELL CHOICE

TRADEMARK

900370693 REEL: 005829 FRAME: 0940

Property Type	Number	Word Mark
Registration Number:	3830401	STAYWELL ENGAGE
Registration Number:	2366379	STAYWELL ONLINE
Registration Number:	2651879	STEP IT UP!
Registration Number:	3811571	TIME OUT FOR HEALTH
Registration Number:	3909092	WRAPPING UP WELLNESS
Registration Number:	1189585	STAYWELL
Registration Number:	4130629	STAYWELL
Registration Number:	3091266	FASTGUIDES
Registration Number:	2558603	KRAMES
Registration Number:	3174746	STAYWELL SOLUTIONS
Registration Number:	3104647	STAYWELL SOLUTIONS
Registration Number:	3104648	STAYWELL SOLUTIONS
Registration Number:	3121420	STAYWELL SOLUTIONS
Registration Number:	3426519	EXIT-WRITER
Registration Number:	2781806	INFORMATION PRESCRIPTION
Registration Number:	3773017	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHA
Registration Number:	3773018	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHC
Registration Number:	3773019	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3773020	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3854587	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3871408	KRAMES GO-TO-GUIDES
Registration Number:	3769209	KRAMES GO-TO-GUIDES MULTIMEDIA SELF-CARE
Registration Number:	3992500	KRAMES HEALTHY CONNECTIONS
Registration Number:	3320520	KRAMES INFORMATION THERAPY
Registration Number:	2335587	KRAMES ON-DEMAND
Registration Number:	3961045	KRAMES ONLINE
Registration Number:	3911893	KRAMES PATIENT CONSENT
Registration Number:	3961053	KRAMES PATIENT EDUCATION
Registration Number:	3895184	KRAMES WEBCONNECT
Registration Number:	3330716	RECORD WRITER
Registration Number:	2081079	WELL ADVISED
Registration Number:	2043710	WELLTIMES
Registration Number:	2729335	WIRED.MD
Registration Number:	2595108	ABOUT YOUR HEALTH
Registration Number:	2171885	ACTIVE & HEALTHY
Registration Number:	1841833	BEST OF HEALTH
Registration Number:	2407558	GROWING UP HEALTHY
Registration Number:	1770040	HEALTH & YOU

Property Type	Number	Word Mark
Registration Number:	2596207	HEALTH BRIEFS
Registration Number:	2323645	HEALTH ON TARGET
Registration Number:	3015222	HEALTHCLICKS
Registration Number:	1953891	HEALTHY DECISIONS
Registration Number:	2662938	HEALTHY DECISIONS
Registration Number:	2281819	HEALTHY DECISIONS FOR WOMEN
Registration Number:	2026103	HEALTHY NOW
Registration Number:	2181055	HEALTHY VIEWS
Registration Number:	2281820	IN TOUCH WITH HEALTH
Registration Number:	2497456	MAKE HEALTH HAPPEN
Registration Number:	2299105	REGARDING CHILDREN
Registration Number:	2346685	REGARDING HEALTH
Registration Number:	2766276	REGARDING HEALTH OUTBOUND
Registration Number:	2363966	REGARDING WOMEN & HEALTHCARE
Registration Number:	1922917	STARTING OUT HEALTHY
Registration Number:	2532518	WEBVERSION COMPANION
Registration Number:	4436476	KRAMES STAYWELL STARTWELL
Registration Number:	4413259	STREAMED
Registration Number:	4440348	KRAMES STAYWELL CONNECT
Serial Number:	86802028	STAYWELL IQ

CORRESPONDENCE DATA

Fax Number: 7043738822

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.

Phone: (704) 373-4640

Email: bsmith@mcguirewoods.com

Correspondent Name: Betty G. Smith, Senior Paralegal

Address Line 1: McGuireWoods LLP, 201 N. Tryon Street

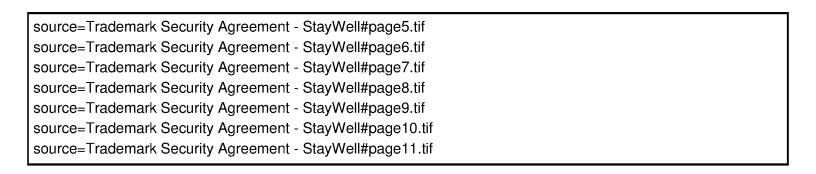
Address Line 2: Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	2029724-0818
NAME OF SUBMITTER:	Betty G. Smith
SIGNATURE:	/Betty G. Smith/
DATE SIGNED:	07/08/2016

Total Attachments: 11

source=Trademark Security Agreement - StayWell#page1.tif source=Trademark Security Agreement - StayWell#page2.tif source=Trademark Security Agreement - StayWell#page3.tif source=Trademark Security Agreement - StayWell#page4.tif



SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>"), dated as of July 1, 2016, is executed by each of the signatories identified on the signature pages hereto as "Grantors" (the "<u>Grantors</u>"), in favor of Wells Fargo Bank, National Association, as Lender (the "<u>Lender</u>") with offices at 7711 Plantation Road, First Floor, Roanoke, Virginia 24019.

WITNESSETH:

WHEREAS, pursuant to the Revolving Loan Agreement dated as of July 1, 2016 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among The StayWell Company, LLC (the "Borrower"), MMUSA Acquisition Corp. and MMUSA Acquisition II Corp. (collectively, "Holdings"), certain Subsidiaries of the Borrower (the "Subsidiary Guarantors", and, together with Holdings, the "Guarantors") and the Lender, the Lender has agreed to make an extension of credit to the Borrower upon the terms and subject to the conditions set forth in the Loan Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lender to make an extension of credit to the Borrower under the Loan Agreement that the Grantors shall have delivered to the Lender any instruments, documents and agreements in order to grant and convey to the Lender and perfect a Lien on the Collateral as security for the Obligations;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Loan Agreement and to induce the Lender to make the extension of credit to the Borrower thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms used herein have the meanings given to them in the Loan Agreement. All capitalized terms defined in the UCC of the State of New York and not otherwise defined in the Loan Agreement or herein shall have the meanings specified therein.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor hereby grants to the Lender a security interest in all of the following property (other than Excluded Assets) now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest; provided, however, that the foregoing grant does not include (i) rights granted to any Grantor under any legally enforceable license agreement to the extent such agreement does not permit the relevant Grantor(s) to grant a security interest in such rights, or (ii) any United States intent-to-use trademark application 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 application under applicable federal law (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor:

(a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on <u>Schedule 1</u> hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of each such Trademark;
- (d) all claims by the Grantor against third parties for (i) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on <u>Schedule 1</u> or (ii) injury to the goodwill associated with any Trademark; and
 - (e) to the extent not otherwise included, all Proceeds of any and all of the foregoing.

Section 3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Loan Agreement and this Trademark Security Agreement, the terms of the Loan Agreement shall control.

Section 4. Grantor Remains Liable

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall remain liable and assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademark Collateral.

Section 5. Counterparts

This Trademark Security Agreement may be executed by one or more of the parties hereto in any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6. Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and shall be construed and enforced in accordance with, the law of the State of New York without regard to conflict of laws principles thereof.

[SIGNATURE PAGES FOLLOW]

2

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

THE STAYWELL COMPANY, LLC, as a

Grantor

By:

Name: Puneet Sapra

Title: Chief Financial Officer

Address: 780 Township Line Rd.

Yardley, PA 19067

STAYWELL HEALTH MANAGEMENT,

LLC, as a Grantor

By:

Name: Puneet Sapra

Title: Chief Financial Officer

Address: 3000 Ames Crossing Rd.

Suite 100

St. Paul, MN 55121-2520

ACKNOWLEDGED AND AGREED as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Lender

By:

Name: Title:

Wells Fargo Bank, N.A. Kent Davis

Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

TO

TRADEMARK SECURITY AGREEMENT

See attached.

79766194_3

STAYWELL CHOICE & Design	STAYWELL CHOICE	REACH YOUR PEAK	NEXTSTEPS	MOVE TO IMPROVE	JUST A MINUTE	HEALTHSTEP	HEALTHSTEP	HEALTHSHARE	НЕАLТНРАТН	HEALTHGUIDE	FOCUSED INTERVENTION	EAT FOR THE HEALTH OF IT	CHANGING BEHAVIOR CHANGING LIVES	НЕАІТНРАТН	PATIENTNET	ACCESSPOINT	Frademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
77/598,180	77/598,171	77/876,535	78/190,766	76/359,748	76/359,832	74/424,472	75/104,235	75/102,827	75/104,234	78/820,824	75/098,991	76/359,831	75/492,412	74/033,059	77/809,436	77/735,702	Application Number
10/22/2008	10/22/2008	11/19/2009	12/3/2002	1/17/2002	1/17/2002	8/16/1993	5/14/1996	5/13/1996	5/14/1996	2/22/2006	5/6/1996	1/17/2002	5/26/1998	2/27/1990	8/20/2009	5/13/2009	Filing Date
3807839	3768613	3958892	2769349	2651880	2659107	1889656	2069398	2115345	2049135	3258042	2063073	2683056	2235949	1637931	3824033	3782621	Registration Number
6/22/2010	3/30/2010	5/10/2011	9/30/2003	11/19/2002	12/10/2002	4/18/1995	6/10/1997	11/25/1997	4/1/1997	7/3/2007	5/20/1997	2/4/2003	3/30/1999	3/12/1991	7/27/2010	4/27/2010	Registration Date
Registered	Registered	Registered	Registered	Status													
The StayWell Company, LLC	The StayWell Company, LLC	The Staywell Company LLC	The StayWell Company, LLC	Current Owner													
22-Jun-2016	30-Mar-2016	10-May-2017	30-Sep-2023	19-Nov-2022	10-Dec-2022	18-Apr-2025	10-Jun-2017	25-Nov-2017	01-Apr-2017	03-Jul-2017	20-May-2017	04-Feb-2023	30-Mar-2019	12-Mar-2021	27-Jul-2016	27-Apr-2016	Expiry

EXIT-WRITER	STAYWELL SOLUTIONS	STAYWELL SOLUTIONS	STAYWELL SOLUTIONS	STAYWELL SOLUTIONS	KRAMES	FASTGUIDES	SUPPORTING HEALTHY OUTCOMES	GUIDES ECLAIRS	STAYWELL	STAYWELL	WRAPPING UP WELLNESS	TIME OUT FOR HEALTH	STEP IT UP!	STAYWELL ONLINE	STAYWELL IQ	STAYWELL ENGAGE	Trademark
United States of America	United States of America	United States of America	United States of America	Canada	S Canada	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country			
77/271,701	78/284,094	78/284,123	78/284,118	78/284,111	76/243,518	78/442,935	1,220,465	1,328,382	85/254,605	73/265,438	77/869,902	77/572,363	76/359,726	75/779,700	86802028	77768456	Application Number
9/5/2007	8/6/2003	8/6/2003	8/6/2003	8/6/2003	4/19/2001	6/29/2004	6/15/2004	12/15/2006	3/1/2011	6/9/1980	11/11/2009	9/17/2008	1/17/2002	8/20/1999	28-OCT-2015	25-JUN-2009	Filing Date
3426519	3121420	3104648	3104647	3174746	2558603	3091266	TMA703,406	TMA748,536	4130629	1189585	3909092	3811571	2651879	2366379	N/A	3830401	Registration Number
5/13/2008	7/25/2006	6/13/2006	6/13/2006	11/21/2006	4/9/2002	5/9/2006	12/18/2007	9/23/2009	4/24/2012	2/9/1982	1/18/2011	6/29/2010	11/19/2002	7/11/2000	N/A	10-AUG-2010	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Pending	Registered	Status							
The StayWell Company, LLC	StayWell Health Management, LLC	StayWell Health Management, LLC	The StayWell Company, LLC	StayWell Health Management, LLC	Current Owner												
13-May-2018	25-Jul-2016	13-Jun-2016	13-Jun-2016	21-Nov-2016	09-Apr-2022	09-May-2016	18-Dec-2022	23-Sep-2024	24-Apr-2018	09-Feb-2022	18-Jan-2017	29-Jun-2016	19-Nov-2022	11-Jul-2020	N/A	10-AUG-2016	Expiry

KRAMES INFORMATION THERAPY	KRAMES HEALTHY CONNECTIONS	KRAMES GO-TO- GUIDES MULTIMEDIA SELF-CARE WORKBOOKS	KRAMES GO-TO- GUIDES	KRAMES GO-TO- GUIDE FOR LIVING WELL WITH TYPE 2 DIABETES	KRAMES GO-TO- GUIDE FOR LIVING WELL WITH HEART FAILURE	KRAMES GO-TO- GUIDE FOR LIVING WELL WITH HEART DISEASE	KRAMES GO-TO- GUIDE FOR LIVING WELL WITH COPD	KRAMES GO-TO- GUIDE FOR LIVING WELL WITH ASTHMA	INFORMATION PRESCRIPTION	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
78/728,119	85/105,314	77/742,848	77/842,700	771/742,855	77/649,105	77/649,100	77/649,092	77/649,084	78/064,041	Application Number
10/6/2005	8/11/2010	5/22/2009	10/6/2009	5/22/2009	1/14/2009	1/14/2009	1/14/2009	1/14/2009	5/16/2001	Filing Date
3320520	3992500	3769209	3871408	3854587	3773020	3773019	3773018	3773017	2781806	Registration Number
10/23/2007	7/12/2011	3/30/2010	11/2/2010	9/28/2010	4/6/2010	4/6/2010	4/6/2010	4/6/2010	11/11/2003	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	Current Owner
23-Oct-2017	12-Jul-2017	30-Mar-2016	02-Nov-2016	28-Sep-2016	06-Apr-2016	06-Apr-2016	06-Apr-2016	06-Apr-2016	11-Nov-2023	Expiry

HEALTHCLICKS	HEATLH ON TARGET	HEALTH BRIEFS	HEALTH & YOU	GROWING UP HEALTHY	BEST OF HEALTH	ACTIVE & HEALTHY	ABOUT YOUR HEALTH	WIRED.MD	WELLTIMES	WELL ADVISED	RECORD WRITER	KRAMES WEBCONNECT	KRAMES PATIENT EDUCATION	KRAMES PATIENT CONSENT	KRAMES ONLINE	KRAMES ON- DEMAND	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
78/432,541	75/594,083	75/889,989	74/315,659	75/329,972	74/429,701	75/201,551	75/878,597	78/159,426	75/098,990	75/079,607	78/498,898	77/869,898	85/095,056	77/808,761	85/091,754	75/673,932	Application Number
6/9/2004	11/23/1998	12/22/1999	9/21/1992	7/24/1997	8/30/1993	11/21/1996	12/22/1999	8/29/2002	3/6/1996	3/27/1996	10/13/2004	11/11/2009	7/28/2010	8/20/2009	7/23/2010	4/5/1999	Filing Date
3015222	2323645	2596207	1770040	2407558	1841833	2171885	2595108	2729335	2043710	2081079	3330716	3895184	3961053	3911893	3961045	2335587	Registration Number
11/15/2005	2/29/2000	7/16/2002	5/11/1993	11/28/2000	6/28/1994	7/7/1998	7/16/2002	6/24/2003	3/11/1997	7/22/1997	11/6/2007	12/21/2010	5/17/2011	1/25/2011	5/17/2011	3/28/2000	Registration Date
Registered	Status																
The StayWell Company, LLC	Current Owner																
15-Nov-2015	28-Feb-2020	16-Jul-2022	11-May-2023	28-Nov-2020	28-Jun-2024	07-Jul-2018	16-Jul-2022	24-Jun-2023	11-Mar-2017	22-Jul-2017	06-Nov-2017	21-Dec-2016	17-May-2017	25-Jan-2017	17-May-2017	28-Mar-2020	Expiry

STREAMED (Stylized)	KRAMES STAYWELL STARTWELL	WEB VERSION COMPANION	STARTING OUT HEALTHY	REGARDING WOMEN & HEALTHCARE	REGARDING HEALTH OUTBOUND	REGARDING HEALTH	REGARDING CHILDREN	MAKE HEALTH HAPPEN	IN TOUCH WITH HEALTH	HEALTHY VIEWS	HEALTHY NOW	HEALTHY DECISIONS FOR WOMEN	HEALTHY DECISIONS	HEATLHY DECISIONS	Trademark
United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	United States of America	Country
85/701,892	85/904,341	75/606,669	74/501,510	75/594,084	76/371,356	75/574,396	75/594,081	75/594,079	75/594,082	75/077,235	74/695,663	75/594,080	76/370,841	74/241,984	Application Number
8/13/2012	4/15/2013	12/16/1998	3/18/1994	11/23/1998	2/15/2002	10/21/1998	11/23/1998	11/23/1998	11/23/1998	3/22/1996	6/29/1995	11/23/1998	2/13/2002	1/31/1992	Filing Date
4413259	4436476	2532518	1922917	2363966	2766276	2346685	2299105	2497456	2281820	2181055	2026103	2281819	2662938	1953891	Registration Number
10/8/2013	11/19/2013	1/22/2002	9/26/1995	7/4/2000	9/23/2003	5/2/2000	12/7/1999	10/16/2001	9/28/1999	8/11/1998	12/24/1996	9/28/1999	12/17/2002	2/6/1996	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Status
The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	The StayWell Company, LLC	Current Owner
08-Oct-2019	19-Nov-2019	22-Jan-2022	26-Sep-2015	04-Jul-2020	23-Sep-2023	02-May-2020	07-Dec-2019	16-Oct-2021	28-Sep-2019	11-Aug-2018	24-Dec-2016	28-Sep-2019	17-Dec-2022	06-Feb-2016	Expiry

KRAMES STAYWELL	Trademark
United States of America	Country
85/969,786	Application Number
6/25/2013	Filing Date
4440348	Registration Number
11/26/2013	Registration Date
Registered	Status
The StayWell Company, LLC	Current Owner
26-Nov-2019	Expiry
	5 6/25/2013 4440348 11/26/2013 Registered Company, LLC

RECORDED: 07/08/2016