

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420910

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harbert Mezzanine Partners III, LP	FORMERLY HARBERT MEZZANINE PARTNERS III SBIC, LP	03/09/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SHARECARE, INC.		
Street Address:	255 E. Paces Ferry Road, Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: DELAWARE		
Name:	REALAGE, INC.		
Street Address:	255 E. Paces Ferry Road, Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: DELAWARE		
Name:	THE LITTLE BLUE BOOK, INC.		
Street Address:	255 E. Paces Ferry Road, Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: DELAWARE		
Name:	DAILYSTRENGTH, INC.		
Street Address:	255 E. Paces Ferry Road, Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Corporation: DELAWARE		
Name:	WISEPATIENT, LLC		
Street Address:	255 E. Paces Ferry Road, Suite 700		
City:	Atlanta		
TRADEMARK			

OP \$1290.00 85842653

State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Limited Liability Company: DELAWARE
Name:	PKC ACQUISITION SUB, LLC
Street Address:	255 E. Paces Ferry Road, Suite 700
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Serial Number:	85842653	ASKMD
Serial Number:	85237452	AN APP A DAY KEEPS THE DOCTOR AWAY
Serial Number:	85237442	AN APP A DAY KEEPS THE DOCTOR AWAY
Registration Number:	4091330	SHARECARE
Registration Number:	4107804	
Registration Number:	3948274	SHARE CARE
Serial Number:	85071892	BRAINAGE
Registration Number:	3216403	REALAGE
Serial Number:	85453397	REALAGE
Serial Number:	85453405	REALAGE
Serial Number:	85468553	EATINGAGE
Serial Number:	85468586	ORALHEALTHAGE
Serial Number:	85468574	PROSTATEAGE
Serial Number:	85468598	REALMANAGE
Serial Number:	85468609	REALWOMANAGE
Serial Number:	77923177	RISKAGE
Serial Number:	77897907	STRESSAGE
Registration Number:	2801158	DOGAGE
Registration Number:	2913939	REALAGE
Registration Number:	2916425	REALAGE
Registration Number:	2926612	DOG AGE
Registration Number:	3002679	CATAGE
Registration Number:	3014990	YOUR DOG'S 2ND BEST FRIEND
Registration Number:	3057167	BODYAGE
Registration Number:	3838485	JOINTAGE
Registration Number:	4157653	SEXAGE
Registration Number:	2155113	REALAGE

Property Type	Number	Word Mark
Registration Number:	4187046	MOUTHAGE
Registration Number:	4187047	PAINAGE
Registration Number:	4187048	SKIN'S REALAGE
Registration Number:	2261318	REAL AGE
Registration Number:	2305201	REALAGE
Registration Number:	2506643	LIVE LIFE TO THE YOUNGEST
Serial Number:	77575897	BONEAGE
Serial Number:	77575889	HAIRAGE
Serial Number:	77719776	REALAGE
Registration Number:	2797572	MOTIVATING HEALTHY BEHAVIOR
Serial Number:	85072884	TLBB MOBILE
Serial Number:	85072869	THE LITTLE BLUE BOOK MOBILE
Registration Number:	4118133	THE LITTLE BLUE BOOK
Registration Number:	4118134	THE LITTLE BLUE BOOK
Registration Number:	3760055	
Registration Number:	3647005	DAILY STRENGTH
Registration Number:	3647004	DAILY STRENGTH
Registration Number:	3874763	WISEPATIENT
Registration Number:	1340177	PROBLEM-KNOWLEDGE COUPLERS
Registration Number:	1342110	PKC
Registration Number:	4062807	PROFILER
Registration Number:	4107863	ADVISOR
Registration Number:	2512540	PKC
Registration Number:	2609117	P K C

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff c/o Paul Hastings LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER: William Wolff

SIGNATURE: /William Wolff/

DATE SIGNED: 03/23/2017

Total Attachments: 10

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL** (this “Release”) is made as of March 9, 2017 (“Effective Date”), by **HARBERT MEZZANINE PARTNERS III, LP** (“Harbert”), as a secured party (in such capacity, “Grantee”), in favor of the grantors listed in Schedule A hereto (in such capacity each, a “Grantor” and collectively, the “Grantors”).

WHEREAS, reference is made to that certain Loan and Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan and Security Agreement”), by and among Harbert, as lender, **SHARECARE, INC.**, a Delaware corporation (“Sharecare”), and certain of Sharecare’s subsidiaries;

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “Sharecare Trademark Memorandum of Security Agreement”), by and among Sharecare and Grantee, Sharecare granted, assigned, and pledged to Grantee a continuing security interest in all of Grantor’s right, title and interest in and to the Trademarks (as such term is defined in the Sharecare Trademark Memorandum of Security Agreement) (the “Sharecare Trademark Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “RealAge Trademark Memorandum of Security Agreement”), by and among RealAge, Inc., a Delaware corporation (“RealAge”), and Grantee, RealAge granted, assigned, and pledged to Grantee a continuing security interest in all of RealAge’s right, title and interest in and to the Trademarks (as such term is defined in the RealAge Trademark Memorandum of Security Agreement) (the “RealAge Trademark Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “RealAge Patent Memorandum of Security Agreement”), by and among RealAge and Grantee, RealAge granted, assigned, and pledged to Grantee a continuing security interest in all of RealAge’s right, title and interest in and to the Patents (as such term is defined in the RealAge Patent Memorandum of Security Agreement) (the “RealAge Patent Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, “The Little Blue Book Trademark Memorandum of Security Agreement”), by and among The Little Blue Book, Inc., a Delaware corporation (“LBB”), and Grantee, LBB granted, assigned, and pledged to Grantee a continuing security interest in all of LBB’s right, title and interest in and to the Trademarks (as such term is defined in The Little Blue Book Trademark Memorandum of Security Agreement) (“The Little Blue Book Trademark Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “DailyStrength Trademark Memorandum of Security Agreement”), by and among DailyStrength, Inc., a Delaware corporation (“DailyStrength”), and Grantee, DailyStrength granted, assigned, and pledged to Grantee a continuing security interest in all of DailyStrength’s right, title and interest in and to the Trademarks (as such term is defined in the DailyStrength Trademark Memorandum of Security Agreement) (the “DailyStrength Trademark Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “WisePatient Trademark Memorandum of Security Agreement”), by and among WisePatient, LLC, a Delaware limited liability company (“WisePatient”), and Grantee, WisePatient granted, assigned, and pledged to Grantee a continuing security interest in all of WisePatient’s right, title and interest in and to the Trademarks (as such term is defined in the WisePatient Trademark Memorandum of Security Agreement) (the “WisePatient Trademark Collateral”);

WHEREAS, pursuant to the terms and conditions of that certain Memorandum of Security Agreement, dated as of March 8, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the “PKC Trademark Memorandum of Security Agreement”; together with the Trademark Memorandum of Security Agreement, RealAge Trademark Memorandum of Security Agreement, RealAge Patent Memorandum of Security Agreement, The Little Blue Book Trademark Memorandum of Security Agreement, DailyStrength Trademark Memorandum of Security Agreement, WisePatient Trademark Memorandum of Security Agreement, collectively, the “Trademark and Patent Security Agreements”), by and among PKC Acquisition Sub, LLC, a Delaware limited liability company (“PKC”), and Grantee, PKC granted, assigned, and pledged to Grantee a continuing security interest in all of PKC’s right, title and interest in and to the Trademarks (as such term is defined in the PKC Trademark Memorandum of Security Agreement) (the “PKC Trademark Collateral”; together with the Sharecare Trademark Collateral, RealAge Trademark Collateral, RealAge Patent Collateral, The Little Blue Book Trademark Collateral, DailyStrength Trademark Collateral, and WisePatient Trademark Collateral, collectively “Trademark and Patent Collateral”);

WHEREAS, the Sharecare Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 8, 2013 at Reel 4978, Frame 0662;

WHEREAS, the RealAge Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 11, 2013 at Reel 4979, Frame 0051;

WHEREAS, the RealAge Patent Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 11, 2013 at Reel 029960, Frame 0492;

WHEREAS, The Little Blue Book Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 11, 2013 at Reel 4979, Frame 0035;

WHEREAS, the DailyStrength Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 8, 2013 at Reel 4978, Frame 0669;

WHEREAS, the WisePatient Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 26, 2013 at Reel 4991, Frame 0254;

WHEREAS, the PKC Trademark Memorandum of Security Agreement was recorded with the United States Patent and Trademark Office on March 8, 2013 at Reel 4978, Frame 0754;

WHEREAS, Grantee now desires to release its security interest in the Trademark and Patent Collateral, including, without limitation, the trademark and patent registrations listed on Schedule B hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Without representation or warranty of any kind or nature, Grantee hereby terminates, releases, and discharges its continuing security interest in the Trademark and Patent Collateral granted, assigned, and pledged pursuant to the Trademark and Patent Security Agreements, and reassigns to Grantors all right, title, and interest of Grantee in the Trademark and Patent Collateral pursuant to the Trademark and Patent Security Agreements.


2. Grantee hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantors' expense, as may be reasonably necessary to effect the release of the security interest in the Trademark and Patent Collateral contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

HARBERT MEZZANINE PARTNERS III, LP

By: HMP III GP, LLC, its General Partner

By: 
Name: JOHN S. SCOTT
Title: Managing Director

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL]


SCHEDULE A
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

List of Grantors

1.	SHARECARE, INC.
2.	REALAGE, INC.
3.	THE LITTLE BLUE BOOK, INC.
4.	DAILYSTRENGTH, INC.
5.	WISEPATIENT, LLC
6.	PKC ACQUISITION SUB, LLC

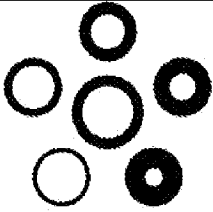




SCHEDULE B
to
RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

Trademarks

Trademark	Owner	Status	Serial #
ASKMD	Sharecare, Inc.	Application	85842653
AN APP A DAY KEEPS THE DOCTOR AWAY	Sharecare, Inc.	Application	85237452
AN APP A DAY KEEPS THE DOCTOR AWAY	Sharecare, Inc.	Application	85237442
SHARECARE	Sharecare, Inc.	Registered	4091330
	Sharecare, Inc.	Registered	4107804
SHARECARE	Sharecare, Inc.	Registered	3948274
BRAINAGE	RealAge, Inc.	Application	85/071892
REALAGE	RealAge, Inc.	Registered	3216403
REALAGE	RealAge, Inc.	Application	85/453397
REALAGE	RealAge, Inc.	Application	85/453405
EATINGAGE	RealAge, Inc.	Application	85/468553

Trademark	Owner	Status	Serial #
ORALHEALTHAGE	RealAge, Inc.	Application	85/468586
PROSTATEAGE	RealAge, Inc.	Application	85/468574
REALMANAGE	RealAge, Inc.	Application	85/468598
REALWOMANAGE	RealAge, Inc.	Application	85/468609
RISKAGE	RealAge, Inc.	Application	77/923177
STRESSAGE	RealAge, Inc.	Application	77/897907
DOGAGE	RealAge, Inc.	Registered	2801158
REALAGE	RealAge, Inc.	Registered	2913939
REALAGE	RealAge, Inc.	Registered	2916425
DOG AGE	RealAge, Inc.	Registered	2926612
CATAGE	RealAge, Inc.	Registered	3002679
YOUR DOG'S 2ND BEST FRIEND	RealAge, Inc.	Registered	3014990
BODY AGE	RealAge, Inc.	Registered	3057167
JOINT AGE	RealAge, Inc.	Registered	3838485
SEXAGE	RealAge, Inc.	Registered	4157653
REALAGE	RealAge, Inc.	Registered	2155113

Trademark	Owner	Status	Serial #
MOUTHAGE	RealAge, Inc.	Registered	4187046
PAINAGE	RealAge, Inc.	Registered	4187047
SKIN'S REALAGE	RealAge, Inc.	Registered	4187048
REAL AGE	RealAge, Inc.	Registered	2261318
REALAGE	RealAge, Inc.	Registered	2305201
LIVE LIFE TO THE YOUNGEST	RealAge, Inc.	Registered	2506643
BONEAGE	RealAge, Inc.	Application	77/575897
HAIRAGE	RealAge, Inc.	Application	77/575889
REALAGE	RealAge, Inc.	Application	77/719776
MOTIVATING HEALTHY BEHAVIOR	RealAge, Inc.	Registered	2797572
TLBBMOBILE	The Little Blue Book, Inc.	Application	85072884
THELITTLE BLUE BOOK MOBILE	The Little Blue Book, Inc.	Application	85072869
THE LITTLE BLUE BOOK (word mark)	The Little Blue Book, Inc.	Registered	4118133
THE LITTLE BLUE BOOK (stylized mark)	The Little Blue Book, Inc.	Registered	4118134

Trademark	Owner	Status	Serial #
	DailyStrength, Inc.	Registered	3760055
DAILY STRENGTH	DailyStrength, Inc.	Registered	3647005
DAILY STRENGTH	DailyStrength, Inc.	Registered	3647004
WisePatient	WisePatient, LLC	Registered	3874763
Problem Knowledge Couplers (word mark)	PKC Acquisition Sub, LLC	Registered	1340177
PKC (word mark)	PKC Acquisition Sub, LLC	Registered	1342110
 Profiler	PKC Acquisition Sub, LLC	Registered	4062807
 Advisor	PKC Acquisition Sub, LLC	Registered	4107863
	PKC Acquisition Sub, LLC	Registered	2512540
	PKC Acquisition Sub, LLC	Registered	2609117

Patents

Name of Patent	Patent/Serial No.	Date Issued	Expires
EXPERT SYSTEM FOR GENERATING GUIDELINE-BASED INFORMATION TOOLS	5,574,828	11/12/96	4/28/2014
SYSTEM AND METHOD FOR DEVELOPING AND SELECTING A CUSTOMIZED WELLNESS PLAN	5,937,387	8/10/99	4/4/2017
SYSTEM AND METHOD FOR DEVELOPING AND SELECTING A CUSTOMIZED WELLNESS PLAN	6,269,339	7/31/01	4/4/2017