

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423780

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GoodRx Intermediate Holdings, LLC		04/14/2017	Limited Liability Company:
GoodRx, Inc.		04/14/2017	Corporation:
Iodine, Inc.		04/14/2017	Corporation:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5181876	IODINE
Registration Number:	5181878	IODINE
Registration Number:	5181877	IODINE
Registration Number:	5181879	IODINE
Registration Number:	4175396	GOODRX
Serial Number:	87339156	
Serial Number:	87339160	

CORRESPONDENCE DATA

Fax Number: 2124552502

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: (212) 455-2364

Email: jmull@stblaw.com

Correspondent Name: Deepa Thimmapaya

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

CH \$190.00 5181876

ATTORNEY DOCKET NUMBER:	509265-2045
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	04/14/2017

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of April 14, 2017 (this “Agreement”), among GoodRx Intermediate Holdings, LLC (“Holdings”), GoodRx, Inc. (the “Borrower”), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. (“JPMCB”), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of April 14, 2017, (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative 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. Holdings and the Subsidiary Loan Parties party hereto (other than the Borrower) 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. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and subject to Section 4.01(d) of the Collateral Agreement, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all trademarks (other than any intent to use trademark applications until an Amendment to Allege Use or a verified Statement of Use has been filed with and accepted by the U.S. Patent and Trademark Office), service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the

United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Termination. Upon payment in full of the Loan Document Obligations (pursuant to and in accordance with Section 7.12 of the Collateral Agreement), the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Agreement.

[Signature Pages Follow]

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

GOODRX INTERMEDIATE HOLDINGS,
LLC,

By

TZB
Name: Trevor Z. Bezdek
Title: Chief Financial Officer

GOODRX, INC.,

By

TZB
Name: Trevor Z. Bezdek
Title: Chief Financial Officer

IODINE, INC.,

By

TZB
Name: Trevor Z. Bezdek
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

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

by



Name: Justin Kelley

Title: Executive Director



SCHEDULE I

Trademarks/Trade Names Owned by GoodRx, Inc.

U.S. Trademark Registrations

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner of Record
IODINE	U.S. Federal	86029638	5181876	08/06/2013	04/11/2017	Registered	Iodine, Inc.
IODINE	U.S. Federal	86029644	5181878	08/06/2013	04/11/2017	Registered	Iodine, Inc.
IODINE	U.S. Federal	86029641	5181877	08/06/2013	04/11/2017	Registered	Iodine, Inc.
IODINE	U.S. Federal	86029647	5181879	08/06/2013	04/11/2017	Registered	Iodine, Inc.
	U.S. Federal	85478660	4175396	11/22/2011	07/17/2012	Registered	GoodRx, Inc.
MY BEST PHARMACY	U.S. State - California		120942		02/24/2016	Registered	GoodRx, Inc.

U.S. Trademark Applications

Trademark	Jurisdiction	Application Number	Registration Number	Application Date	Registration Date	Status	Owner of Record
Design Only 	U.S. Federal	87339156	—	02/16/2017	—	Pending	GoodRx, Inc.
Design Only 	U.S. Federal	87339160	—	02/16/2017	—	Pending	GoodRx, Inc.