

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENTALPLANS.COM, INC.		09/15/2017	Corporation: FLORIDA
WebMD Health Services Group, Inc.		09/15/2017	Corporation: DELAWARE
WebMD, LLC		09/15/2017	Limited Liability Company: DELAWARE
Avado, Inc.		09/15/2017	Corporation: DELAWARE
Medsite LLC		09/15/2017	Limited Liability Company: DELAWARE
PRX Holdings Corp.		09/15/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as collateral agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Public Company: CANADA		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Serial Number:	87438172	REAL. SMART. SAVINGS.	
Serial Number:	87258596	CONVENIENT. HEALTHY. SAVINGS.	
Serial Number:	87258572	BUMBLEBEE MD	
Serial Number:	87258587	FASTER HEALTHCARE. SWEETER BENEFITS.	
Serial Number:	87258582		
Serial Number:	87350726	:DENTALPLANS.COM	
Registration Number:	5037138	:DP SMILEINDEX	
Registration Number:	5037137	:DP SMILEMETER	
Registration Number:	5000148		
Registration Number:	4914899	:DP AMBASSADOR	
Registration Number:	4914898	:DP ATYOURSERVICE	
Registration Number:	4909793	:DP SMILESTORIES	

CH \$1590.00 87438172

Property Type	Number	Word Mark
Registration Number:	4878521	:DP SAVINGSTRACKER
Registration Number:	4860972	:DP SAVINGSCALCULATOR
Registration Number:	4842098	:DP
Registration Number:	4773808	:DP
Registration Number:	4753026	JOIN. SAVE. SMILE.
Registration Number:	4581347	DENTALPLANS SMILE
Registration Number:	4581346	DENTALPLANS
Registration Number:	4581345	
Registration Number:	4581344	SAVE.SIMPLIFY.SMILE.
Registration Number:	4338644	
Registration Number:	4346271	DENTAL HYGENIE
Registration Number:	2699357	CHILD HEALTH MANAGER
Registration Number:	3464848	HEALTHQUOTIENT
Registration Number:	1978357	MEDSCAPE
Registration Number:	2069424	MEDPULSE
Registration Number:	2083103	MEDICINENET
Registration Number:	2149805	MEDCITE
Registration Number:	2187823	EMEDICINE
Registration Number:	2349285	WEBMD
Registration Number:	2394818	WEBMD
Registration Number:	2410642	RXLIST
Registration Number:	2566891	THEHEART.ORG
Registration Number:	2583955	HEARTWIRE
Registration Number:	3034393	MEDTERMS
Registration Number:	3128335	WEBMD HEALTH MANAGER
Registration Number:	3477973	WEBMD
Registration Number:	4161690	HIT YOUR STRIDE
Registration Number:	4165255	READY! SET! MOVE!
Registration Number:	4354474	HEALTH CONCIERGE
Registration Number:	4521371	BETTER INFORMATION. BETTER HEALTH.
Registration Number:	4552039	FIT
Registration Number:	4560565	FIT
Registration Number:	4617796	FITQ
Registration Number:	4782232	PAIN COACH
Registration Number:	4846276	WELLNESS AT YOUR SIDE
Registration Number:	5045766	DIGITAL HEALTH ASSISTANT
Registration Number:	5119779	HEALTHY TARGET
Registration Number:	4430262	MEDSIMS

Property Type	Number	Word Mark
Registration Number:	4493297	AIME
Registration Number:	4523598	TRIALSIMS
Registration Number:	2054302	COMINCENTS
Serial Number:	87096365	MEDICINE 3.0
Serial Number:	87148115	WEBMDRX
Serial Number:	87188547	CLINICAL COMPOSER
Registration Number:	5259455	CLINICAL COMPOSER
Serial Number:	87202870	BRANDALERT
Serial Number:	87202873	BRANDDIRECT
Serial Number:	87476208	INTELLIGENT COMMUNICATIONS PLATFORM
Registration Number:	4204462	AVADO
Serial Number:	87443890	CARDIAC INNOVATE
Registration Number:	1625810	THE PROEXPORTER NETWORK

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 2028357500
Email: dcip@milbank.com
Correspondent Name: Kristin Yohannan, Esq.
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	32643.03600
NAME OF SUBMITTER:	Kristin L. Yohannan
SIGNATURE:	/s/ Kristin L. Yohannan
DATE SIGNED:	09/15/2017

Total Attachments: 11
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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 15, 2017, is made by the entities set forth on the signature page hereto (each, a "Grantor", and collectively, the "Grantors"), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the "Agent") in connection with that certain Second Lien Credit Agreement, dated as of July 8, 2014 (as amended by Amendment No. 1 to Second Lien Credit Agreement, dated as of March 8, 2017, and as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IB Aggregator I L.P., a Delaware limited partnership ("Parent I"), IB Aggregator II L.P., a Delaware limited partnership ("Parent II"), Indigo Intermediate Co I, LLC, a Delaware limited liability company ("IntermediateCo I"), Indigo Intermediate Co II, LLC, a Delaware limited liability company ("IntermediateCo II" and, together with Parent I, Parent II and IntermediateCo I, each a "Parent" and collectively, the "Parents"), Micro Holding Corp., a Delaware corporation ("Corp Borrower"), MH Sub I, LLC, a Delaware limited liability company ("LLC Borrower" and, together with the Corp Borrower, each a "Borrower" and collectively, the "Borrowers"), the Lenders from time to time party thereto, and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Second Lien Security Agreement, dated as of July 8, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make loans, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Each Grantor hereby grants a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties 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; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

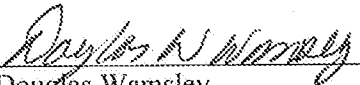
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DENTALPLANS.COM, INC.,
as the Grantor

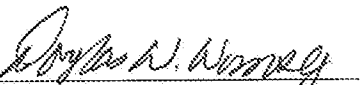
By: 
Name: Scott Friedman
Title: Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

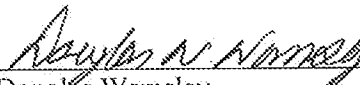
WEBMD HEALTH SERVICES GROUP, INC.,
as a Grantor

By: 
Name: Douglas Wamsley
Title: Executive Vice President & Secretary

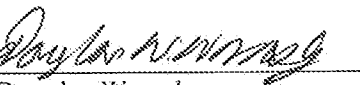
WEBMD, LLC,
as a Grantor

By: 
Name: Douglas Wamsley
Title: Executive Vice President & Secretary

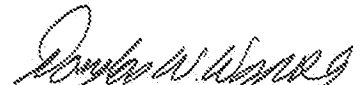
AVADO, INC.,
as a Grantor

By: 
Name: Douglas Wamsley
Title: Executive Vice President & Secretary

MEDSITE LLC,
as a Grantor

By: 
Name: Douglas Wamsley
Title: Vice President & Secretary

PRX HOLDINGS CORP.,
as a Grantor

By: 
Name: Douglas Wamsley
Title: Executive Vice President & Secretary

ROYAL BANK OF
CANADA, as the Collateral
Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

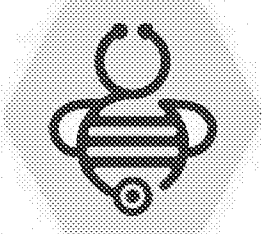
TRADEMARK

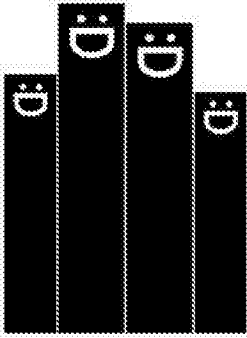
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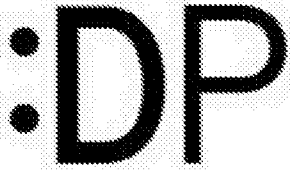


Schedule A

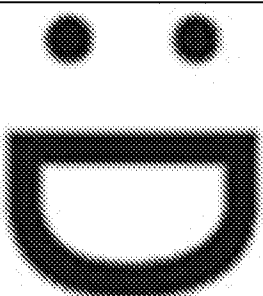
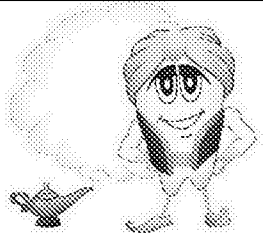
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks owned by DentalPlans.com, Inc.

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
REAL. SMART. SAVINGS.	87438172	5/05/17	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10 th Street Plantation, FL 33324	Pending
CONVENIENT. HEALTHY. SAVINGS.	87258596	12/06/16	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10th Street Plantation, FL 33324	Pending
BUMBLEBEE MD	87258572	12/06/16	--	--	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending
FASTER HEALTHCARE. SWEETER BENEFITS.	87258587	12/06/16	--	--	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending
	87258582	12/06/16			DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending
:DentalPlans.com	87350726	02/27/17	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10th Street Plantation, FL 33324	Pending

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
:DP SmileIndex	86461312	11/21/14	5037138	09/06/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SmileMeter	86461308	11/21/14	5037137	09/06/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	86772150	09/29/15	5000148	07/12/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP Ambassador	86461314	11/21/14	4914899	03/08/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP AtYourService	86461266	11/21/14	4914898	03/08/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SmileStories	86461305	11/21/14	4909793	03/01/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
:DP SavingsTracker	86461287	11/21/14	4878521	12/29/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SavingsCalculator	86461278	11/21/14	4860972	11/24/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP	86235298	03/28/14	4842098	10/27/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	86235305	03/28/14	4773808	07/14/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
JOIN. SAVE. SMILE.	86235313	03/28/14	4753026	06/09/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	85931918	05/14/13	4581347	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	85931911	05/14/13	4581346	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
	85931880	05/14/13	4581345	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
SAVE.SIMPLIFY.SMILE.	85931871	05/14/13	4581344	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	85741325	09/28/12	4338644	05/21/13	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
DENTAL HYGENIE	85741316	09/28/12	4346271	06/04/13	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

2. Trademarks owned by WebMd Health Services Group, Inc.

Trademark	Registration No.	Application No.
CHILD HEALTH MANAGER	2,699,357	76173738
HEALTHQUOTIENT	3,464,848	75903245

3. Trademarks owned by WebMd, LLC

Trademark	Registration No.	Application No.
MEDSCAPE	1,978,357	74694062
MEDPULSE	2,069,424	75105531
MEDICINENET	2,083,103	75030662
MEDCITE	2,149,805	75202915
EMEDICINE	2,187,823	75373629
WEBMD	2,349,285	75418921
WEBMD	2,394,818	75600384
RXLIST	2,410,642	75877370
THEHEART.ORG	2,566,891	76126940
HEARTWIRE	2,583,955	76000954
MEDTERMS	3,034,393	78385885
WEBMD HEALTH MANAGER	3,128,335	76561379
WEBMD	3,477,973	78619789
HIT YOUR STRIDE	4,161,690	85019603
READY! SET! MOVE!	4,165,255	85147940
HEALTH CONCIERGE	4,354,474	85312250
BETTER INFORMATION. BETTER HEALTH.	4,521,371	86065338
FIT	4,552,039	85147954
FIT	4,560,565	85147948
FITQ	4,617,796	85147944
PAIN COACH	4,782,232	85554043
WELLNESS AT YOUR SIDE	4,846,276	85527730
DIGITAL HEALTH ASSISTANT	5,045,766	85527732
HEALTHY TARGET	5,119,779	86202820
MEDSIMS	4,430,262	85921258
AIME	4,493,297	85574132
TRIALSIMS	4,523,598	85929826
COMINCENTS	2,054,302	75014835

Trademark	Registration No.	Application No.
MEDICINE 3.0	N/A	87096365
WEBMDRX	N/A	87148115
CLINICAL COMPOSER	N/A	87188547
CLINICAL COMPOSER	5259455	87188555
BRANDALERT	N/A	87202870
BRANDDIRECT	N/A	87202873
INTELLIGENT COMMUNICATIONS PLATFORM	N/A	87476208

4. Trademarks owned by Avado, Inc.

Trademark	Registration No.	Application No.
AVADO	4,204,462	85322945

5. Trademarks owned by Medsite LLC

Trademark	Registration No.	Application No.
CARDIAC INNOVATE	n/a	87443890

6. Trademark owned by PRX Holdings, LLC

Trademark	Registration No.	Application No.
THE PROEXPORTER NETWORK	1625810	74036089