

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446643

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks (First Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
West Health Advocate Solutions, Inc.	FORMERLY Health Advocate, Inc.	10/10/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4420600	ALWAYS AT YOUR SIDE
Registration Number:	3816944	BENEFITS GATEWAY
Registration Number:	3805073	BENEFITS GATEWAY
Registration Number:	4315085	BENEFITS GATEWAY + HEALTH INFORMATION DA
Registration Number:	4376707	BENEFITS LIFELINE
Registration Number:	4448882	CCW A HEALTHADVOCATE COMPANY
Registration Number:	4330843	EMPOWERED HEALTH
Registration Number:	4182240	ENGAGE2HEALTH
Registration Number:	3630309	EXPERT HEALTH CONNECTIONS
Registration Number:	4137555	HA
Registration Number:	4103993	HA HEALTH ADVOCATE
Registration Number:	4513288	HEALTH ADVOCATE
Registration Number:	4453273	HEALTHADVOCATE ALWAYS AT YOUR SIDE
Registration Number:	3569026	HEALTH PROPONENT
Registration Number:	4983548	HEALTHY IDEAS FOR A HEALTHY FUTURE
Registration Number:	4316140	
Registration Number:	4341294	MEDCHOICE SUPPORT
Registration Number:	3920553	MEDICAL BILL SAVER
Registration Number:	4585152	PEACE OF MIND HAS A NEW NAME

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 212-906-1216**Email:** angela.amaru@lw.com**Correspondent Name:** LATHAM & WATKINS LLP C/O ANGELA M. AMARU**Address Line 1:** 885 THIRD AVENUE**Address Line 4:** NEW YORK, NEW YORK 10022

NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/S/ Angela M. Amaru
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DATE SIGNED:	10/10/2017
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Total Attachments: 5

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 10, 2017 (this “Notice”), made by West Health Advocate Solutions, Inc. (f/k/a Health Advocate, Inc.), a Delaware Corporation (the “Pledgor”), in favor of CREDIT SUISSE AG, Cayman Islands Branch, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of October 10, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among West Corporation (the “Borrower”), as successor by merger to Olympus Merger Sub Inc., each subsidiary of the Borrower identified therein and Credit Suisse AG, Cayman Islands Branch, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

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

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s 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 Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral 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 Collateral Agreement. Each Pledgor 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 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

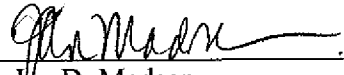
SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

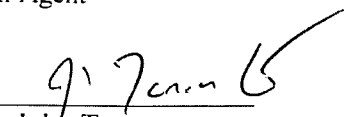
WEST HEALTH ADVOCATE
SOLUTIONS, INC. (F/K/A HEALTH
ADVOCATE, INC.)


By: 
Name: Jan D. Madsen
Title: Chief Financial Officer and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks – West Health Advocate Solutions, Inc. (f/k/a Health Advocate, Inc.)]

TRADEMARK
REEL: 006178 FRAME: 0712

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as Collateral Agent

By: 
Name: John Toronto
Title: Authorized Signatory

By: 
Name: Lingzi Huang
Title: Authorized Signatory

*[Signature Page to Notice of Grant of Security Interest in Trademarks – West Health Advocate
Solutions, Inc. (f/k/a Health Advocate, Inc.)]*

TRADEMARK
REEL: 006178 FRAME: 0713

Schedule I
to Notice of Grant of Security Interest (First Lien) in Trademarks

Trademarks Owned by West Health Advocate Solutions, Inc. (f/k/a Health Advocate, Inc.)

U.S. Trademark Registrations

Mark	Owner	Registration No.	Registration Date
ALWAYS AT YOUR SIDE	Health Advocate, Inc.	4,420,600	10/22/2013
BENEFITS GATEWAY	Health Advocate, Inc.	3,816,944	7/13/2010
BENEFITS GATEWAY	Health Advocate, Inc.	3,805,073	6/15/2010
BENEFITS GATEWAY + HEALTH INFORMATION DASHBOARD	Health Advocate, Inc.	4,315,085	4/2/2013
BENEFITS LIFELINE	Health Advocate, Inc.	4,376,707	7/30/2013
CCW A HEALTH ADVOCATE COMPANY (STYLIZED)	Health Advocate, Inc.	4,448,882	12/10/2013
EMPOWERED HEALTH	Health Advocate, Inc.	4,330,843	5/7/2013
ENGAGE2HEALTH (STYLIZED)	Health Advocate, Inc.	4,182,240	7/31/2012
EXPERT HEALTH CONNECTIONS	Health Advocate, Inc.	3,630,309	6/2/2009
HA & DESIGN	Health Advocate, Inc.	4,137,555	5/8/2012
HA HEALTH ADVOCATE	Health Advocate, Inc.	4,103,993	2/28/2012
HEALTH ADVOCATE & LIFE PRESERVER DESIGN	Health Advocate, Inc.	4,513,288	4/15/2014
HEALTH ADVOCATE ALWAYS AT YOUR SIDE & DESIGN	Health Advocate, Inc.	4,453,273	12/24/2013
HEALTH PROPONENT	Health Advocate, Inc.	3,569,026	2/3/2009
HEALTHY IDEAS FOR A HEALTHY FUTURE	Health Advocate, Inc.	4,983,548	6/21/2016
LIFE PRESERVER DESIGN	Health Advocate, Inc.	4,316,140	4/9/2013
MEDCHOICE SUPPORT	Health Advocate, Inc.	4,341,294	5/28/2013
MEDICAL BILL SAVER	Health Advocate, Inc.	3,920,553	2/15/2011
PEACE OF MIND HAS A NEW NAME	Health Advocate, Inc.	4,585,152	8/12/2014