

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460392

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ContextMedia Health, LLC, as Grantor		01/31/2018	Limited Liability Company:
AccenthHealth LLC, as Grantor		01/31/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Savings Fund Society, FSB, as Administrative Agent		
<b>Street Address:</b>	500 Delaware Avenue		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	Federal Savings Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3625528	DIABETES HEALTH NETWORK	
<b>Registration Number:</b>	3734197	CONTEXTMEDIA	
<b>Registration Number:</b>	3690681	SEE YOU IN THE WAITING ROOM	
<b>Registration Number:</b>	4065913	RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA	
<b>Registration Number:</b>	4893218	HEART HEALTH NETWORK A CONTEXTMEDIA SERV	
<b>Registration Number:</b>	4460795	OUTCOME	
<b>Registration Number:</b>	4287068	CONDITIONMATCH	
<b>Registration Number:</b>	4565139	ACCENTHEALTH	
<b>Registration Number:</b>	4786420	CONTEXTMEDIA HEALTH	
<b>Registration Number:</b>	4704920	PAGE SCIENCE	
<b>Registration Number:</b>	4704921	PAGE MATCH	
<b>Serial Number:</b>	87003959	NEW PATIENT START PROGRAM	
<b>Serial Number:</b>	87377516	TRIGGYR	
<b>Serial Number:</b>	87383784	NEW PATIENT START PROGRAM	
<b>Serial Number:</b>	87443308	OUTCOME HEALTH	
<b>Serial Number:</b>	87443281	OUTCOME HEALTH	
<b>Serial Number:</b>	87443288		

CH \$465.00 3625528

Property Type	Number	Word Mark
Serial Number:	87443293	OUTCOME

**CORRESPONDENCE DATA**

**Fax Number:** 2127557306

*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:** 212-326-3939

**Email:** elabarge@jonesday.com

**Correspondent Name:** Dominic J. Yee

**Address Line 1:** 250 Vesey Street

**Address Line 2:** Jones Day

**Address Line 4:** New York, NEW YORK 10017-6702

<b>ATTORNEY DOCKET NUMBER:</b>	230770-600001
<b>NAME OF SUBMITTER:</b>	Dominic J. Yee
<b>SIGNATURE:</b>	/Dominic J. Yee/
<b>DATE SIGNED:</b>	02/01/2018

**Total Attachments: 6**

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**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated January 31, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as administrative agent and collateral agent (in any such capacity, together with its successors in such capacity, the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Guarantee and Collateral Agreement referred to therein.

WHEREAS, ContextMedia Health, LLC, a Delaware limited liability company (together with its permitted successors and assigns, the “Borrower”), the Persons from time to time parties thereto as lenders (the “Lenders”), and Administrative Agent have entered into the Second Lien Credit Agreement dated as of January 31, 2018 (the “Closing Date”) (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Guarantee and Collateral Agreement dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): the registered Trademarks (as defined in the Guarantee and Collateral Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule A hereto (excluding any Excluded Assets).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan

Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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

SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Guarantee and Collateral Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good- faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Signature Pages Follow]

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

ContextMedia Health, LLC,  
as Grantor

By:   
Name: Rishi Shah  
Title: Chief Executive Officer

AccentHealth LLC,  
as Grantor

By:   
Name: Rishi Shah  
Title: Chief Executive Officer

Wilmington Savings Fund Society, FSB,  
as Administrative Agent


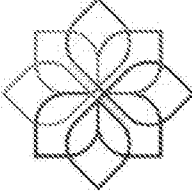
By:   
Name: \_\_\_\_\_  
Title: **Geoffrey J. Lewis**  
**Vice President**

{Signature Page to Second Lien Trademark Security Agreement}

SCHEDULE A

United States Trademark Registrations and Trademark Applications

<b>MARK</b>	<b>APP. NUMBER FILING DATE</b>	<b>REG. NUMBER REG. DATE</b>	<b>CURRENT OWNER</b>
DIABETES HEALTH NETWORK	77/431,623 03/26/08	3,625,528 05/26/09	ContextMedia Health, LLC
CONTEXTMEDIA	77/755,622 06/09/09	3,734,197 01/05/10	ContextMedia Health, LLC
SEE YOU IN THE WAITING ROOM	78/832,212 03/08/06	3,690,681 09/29/09	AccentHealth LLC
RHEUMATOID HEALTH NETWORK A CONTEXTMEDIA SERVICE	85/173,330 11/10/10	4,065,913 12/06/11	ContextMedia Health, LLC
HEART HEALTH NETWORK A CONTEXTMEDIA SERVICE	85/347,842 06/16/11	4,893,218 01/26/16	ContextMedia Health, LLC
OUTCOME	85/440,383 10/05/11	4,460,795 01/07/14	ContextMedia Health, LLC
CONDITIONMATCH	85/668,425 07/03/12	4,287,068 02/05/13	AccentHealth LLC
ACCENTHEALTH	85/869,993 03/07/13	4,565,139 07/08/14	AccentHealth LLC
CONTEXTMEDIA HEALTH	86/040,198 08/16/13	4,786,420 08/04/15	ContextMedia Health, LLC
PAGESCIENCE	86/138,871 12/09/13	4,704,920 03/17/15	AccentHealth LLC
PAGEMATCH	86/138,883 12/09/13	4,704,921 03/17/15	AccentHealth LLC

NEW PATIENT START PROGRAM	87/003,959 04/18/16	To be assigned	ContextMedia Health, LLC
TRIGGYR	87/377,516 03/20/17	To be assigned	ContextMedia Health, LLC
NEW PATIENT START PROGRAM	87/383,784 03/24/17	To be assigned	ContextMedia Health, LLC
OUTCOME HEALTH	87/443,308 05/09/17	To be assigned	ContextMedia Health, LLC
OUTCOME HEALTH 	87/443,281 05/09/17	To be assigned	ContextMedia Health, LLC
	87/443,288 05/09/17	To be assigned	ContextMedia Health, LLC
OUTCOME	87/443,293 05/09/17	To be assigned	ContextMedia Health, LLC