

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475226

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RedBrick Health Corporation		05/22/2018	Corporation: DELAWARE
Virgin Pulse, Inc.		05/22/2018	Corporation: DELAWARE
Shapeup, Inc.		05/22/2018	Corporation: DELAWARE
Preventure, LLC		05/22/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cortland Capital Market Services LLC
Street Address:	225 West Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	4940575	JOURNEYS
Registration Number:	5283403	NEXT-STEPS CONSULT
Registration Number:	4491755	REDBRICK
Registration Number:	4491756	REDBRICK
Registration Number:	4855745	REDBRICK COMPASS
Registration Number:	4855746	REDBRICK COMPASS
Registration Number:	5027844	REDBRICK HEALTH
Registration Number:	3559760	REDBRICK HEALTH
Registration Number:	4352656	REDBRICK HEALTH
Registration Number:	3556150	REDBRICK HEALTH
Registration Number:	4968285	REDBRICK HEALTH
Registration Number:	4972493	REDBRICK HEALTH
Registration Number:	4977202	REDBRICK HEALTH
Registration Number:	4977204	REDBRICK HEALTH
Registration Number:	5028554	REDBRICK HEALTH
Registration Number:	5052885	REDBRICK HEALTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4491783	REDBRICK JOURNEYS
Registration Number:	4752222	REDBRICK JOURNEYS
Registration Number:	4869656	REDBRICK RALLY
Registration Number:	4858446	REDBRICK TRACK
Registration Number:	4934146	REDBRICK WELL
Registration Number:	4934147	REDBRICK WELL
Registration Number:	4979661	REDBRICK WELL
Registration Number:	3812641	R
Registration Number:	3812640	R
Registration Number:	3812639	R
Registration Number:	4968284	R
Registration Number:	4987026	R
Registration Number:	4987031	R
Registration Number:	4986974	R
Registration Number:	5028553	R
Registration Number:	5052886	R
Registration Number:	4222653	SHAPEUP
Registration Number:	5131274	SHAPEUP
Registration Number:	4222693	SHAPEUP
Registration Number:	4791129	SOCIAL WELLNESS
Registration Number:	5209625	CHANGING LIVES FOR GOOD
Registration Number:	3461818	GOZONE
Registration Number:	3566616	HEALTHMILES
Registration Number:	5280599	IGNITE
Registration Number:	3566617	HEALTHZONE
Registration Number:	4725120	ENERGY, FOCUS, DRIVE
Registration Number:	4725122	ENERGY, FOCUS, DRIVE
Registration Number:	4725121	ENERGY, FOCUS, DRIVE
Registration Number:	3360396	PREVENTURE

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517790

Email: ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	111591-0086
NAME OF SUBMITTER:	Ronald M. Duvernay
SIGNATURE:	/rduvernay/
DATE SIGNED:	05/23/2018

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 22, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of in favor of Cortland Capital Market Services LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of May 22, 2018 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Red Midco LLC, a Delaware limited liability company (the "Borrower"), Red IntermediateCo LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first-priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral") to secure the Secured Obligations:

(a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration and domain names, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;

(b) all Licenses to Trademarks granted to any Pledgor on an exclusive basis, including, without limitation, the Licenses listed on Schedule 1 attached hereto; and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

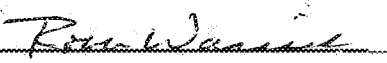
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

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

PLEDGORS:

REDBRICK HEALTH CORPORATION,
a Delaware corporation

By: 

Name: Robb Warwick
Title: Vice President

VIRGIN PULSE, INC.,
a Delaware corporation

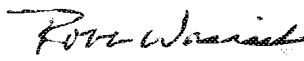
By: _____
Name: Derek Ransom

SHAPEUP, INC.,
a Delaware corporation,

By: _____

Name: Derek Ransom
Title: CFO, Secretary and Treasurer

PREVENTURE, LLC,
a Delaware limited liability company

By: 

Name: Robb Warwick
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006335 FRAME: 0236

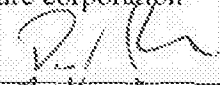
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

REDBRICK HEALTH CORPORATION,
a Delaware corporation

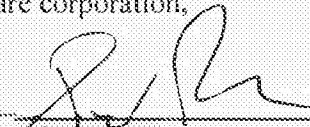
By: _____
Name: Robb Warwick
Title: Vice President

VIRGIN PULSE, INC.,
a Delaware corporation

By:  _____
Name: Derek Ransom
Title: CFO, Secretary and Treasurer

Title: CFO, Secretary and Treasurer

SHAPEUP, INC.,
a Delaware corporation,


By:  _____
Name: Derek Ransom
Title: CFO, Secretary and Treasurer

PREVENTURE, LLC,
a Delaware limited liability company

By: _____
Name: Robb Warwick
Title: Vice President

Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

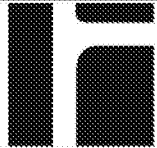


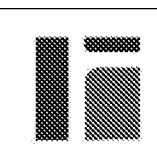
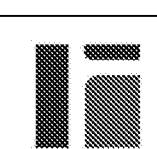
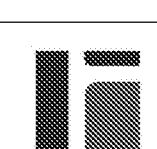
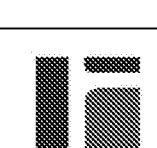
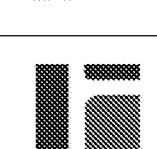
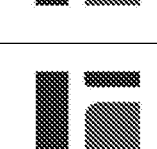
By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	APPLICATION NUMBER
RedBrick Health Corporation	JOURNEYS	4,940,575
RedBrick Health Corporation	NEXT-STEPS CONSULT	5,283,403
RedBrick Health Corporation	REDBRICK	4,491,755
RedBrick Health Corporation	REDBRICK	4,491,756
RedBrick Health Corporation	REDBRICK COMPASS	4,855,745
RedBrick Health Corporation	REDBRICK COMPASS	4,855,746
RedBrick Health Corporation	REDBRICK HEALTH	5,027,844
RedBrick Health Corporation	REDBRICK HEALTH	3,559,760
RedBrick Health Corporation	REDBRICK HEALTH	4,352,656
RedBrick Health Corporation	REDBRICK HEALTH	3,556,150
RedBrick Health Corporation	REDBRICK HEALTH	4,968,285
RedBrick Health Corporation	REDBRICK HEALTH	4,972,493
RedBrick Health Corporation	REDBRICK HEALTH	4,977,202
RedBrick Health Corporation	REDBRICK HEALTH	4,977,204
RedBrick Health Corporation	REDBRICK HEALTH	5,028,554
RedBrick Health Corporation	REDBRICK HEALTH	5,052,885
RedBrick Health Corporation	REDBRICK JOURNEYS	4,491,783
RedBrick Health Corporation	REDBRICK JOURNEYS	4,752,222
RedBrick Health Corporation	REDBRICK RALLY	4,869,656
RedBrick Health Corporation	REDBRICK TRACK	4,858,446
RedBrick Health Corporation	REDBRICK WELL	4,934,146
RedBrick Health Corporation	REDBRICK WELL	4,934,147
RedBrick Health Corporation	REDBRICK WELL	4,979,661

RedBrick Health Corporation		3,812,641
RedBrick Health Corporation		3,812,640
RedBrick Health Corporation		3,812,639
RedBrick Health Corporation		4,968,284
RedBrick Health Corporation		4,987,026
RedBrick Health Corporation		4,987,031
RedBrick Health Corporation		4,986,974
RedBrick Health Corporation		5,028,553
RedBrick Health Corporation		5,052,886
ShapeUp, Inc. (United States TM)	ShapeUp	4222653
ShapeUp, Inc. (United States TM)	ShapeUp	5131274
ShapeUp, Inc. (United States TM)	SHAPEUP (& design)	4222693

ShapeUp, Inc. (United States TM)	Social Wellness	4791129
Virgin Pulse, Inc. (United States TM)	CHANGING LIVES FOR GOOD	5209625
Virgin Pulse, Inc. (United States TM)	GOZONE	3461818
Virgin Pulse, Inc. (United States TM)	HEALTHMILES	3566616
Virgin Pulse, Inc. (United States TM)	IGNITE	5280599
Virgin Pulse, Inc. (United States TM)	HEALTHZONE	3566617
Virgin Pulse, Inc. (United States TM)	ENERGY, FOCUS, DRIVE	4725120
Virgin Pulse, Inc. (United States TM)	ENERGY, FOCUS, DRIVE	4725122
Virgin Pulse, Inc. (United States TM)	ENERGY, FOCUS, DRIVE	4725121
Preventure, LLC (United States TM)	PREVENTURE	3360396

Trademarks - Exclusive Licenses:

1. Trademark License Agreement, by and between Virgin Pulse, Inc. and Virgin Enterprises Limited, dated as of July 12, 2016.

Domain Names:

Domain Name
1. shapeup.com
2. gettheworldmoving.com
3. aonwellbeing.com
4. fcpsgetactive.com
5. gecapitalhealthclub.com
6. getactivetogether.com
7. inovawellaware.com
8. jcrewfit.com
9. medtronichealthiertogether.com
10. myactivechallenge.com
11. mywellnessresources.com
12. personalpathwaystowellness.com
13. preventure.com
14. socialwellnesscertification.com
15. socialwellnessu.com

16. socialwellnessu.net
17. socialwellnessuniversity.com
18. socialwellnessuniversity.net
19. sutn.com
20. trwwellness.com
21. employeewellbeingmonth.com
22. employeewellnessmonth.com
23. employeewellnessmonth.org
24. nationalemployeewellnessmonth.com
25. nationalemployeewellnessmonth.org
26. qaautovp.com
27. stageautovp.com
28. theuprisingblog.com
29. thrivesummit.com
30. virginhealthrewards.com
31. virginpulsar.com
32. virginpulsethrive.com
33. wellnessmonth.org
34. GCC2008.COM
35. GCCCOACH.COM
36. GCCINSIGHT.COM
37. GCCINSIGHTS.COM
38. GCCINSIGHTS.NET
39. GCCINSIGHTS.ORG
40. GCCME.CO
41. GCCNUTRITION.COM
42. GCCONLINESHOP.COM
43. GCCPULSE.COM
44. GCCSPRINT.COM
45. GCCTRAILBLAZER.COM
46. GETTHEWORLDMOVING.ASIA
47. GETTHEWORLDMOVING.CO
48. GETTHEWORLDMOVING.COM.BR
49. GLOBALCORPORATECHALLENGE.CO
50. GTWM.CO
51. GTWM.ME
52. HILLROMTOYOURHEALTH.COM
53. HILL-ROMTOYOURHEALTH.COM
54. HILLROMTOYOURHEALTHWELLNESS.COM

55. HILL-ROMTOYOURHEALTHWELLNESS.COM
56. IFCN.COM
57. LIVEWELLATROUNDYS.COM
58. PREVENTUREHEALTHCOACH.COM
59. PREVENTUREHEALTHCOACHING.COM
60. WELLNESSWEBDEMO.COM
61. WELLNESSWEBDEMO.COM
62. COORDINATOR Toolkit.COM
63. HEALTHINNOVATIONBLOG.COM
64. HEALTHINNOVATIONBLOG.INFO
65. HEALTHINNOVATIONBLOG.NET
66. HEALTHINNOVATIONBLOG.ORG
67. HEALTHY-EMAIL.COM
68. HEALTHY-REMINDERS.COM
69. HEALTHYEMAIL.COM
70. MYREDBRICK.BIZ
71. MYREDBRICK.COM
72. MYREDBRICK.INFO
73. MYREDBRICK.MOBI
74. MYREDBRICK.NET
75. MYREDBRICK.ORG
76. MYREDBRICK.TV
77. MYREDBRICK.US
78. MYREDBRICKHEALTH.BIZ
79. MYREDBRICKHEALTH.COM
80. MYREDBRICKHEALTH.INFO
81. MYREDBRICKHEALTH.MOBI
82. MYREDBRICKHEALTH.NET
83. MYREDBRICKHEALTH.ORG
84. MYREDBRICKHEALTH.TV
85. MYREDBRICKHEALTH.US
86. RB-H.ME
87. RBHC.ME
88. REDBH.COM
89. REDBH.ME
90. REDBH.NET
91. REDBH.ORG
92. REDBRICKDEV.COM

93. REDBRICKHEALTH.BIZ
94. REDBRICKHEALTH.COM
95. REDBRICKHEALTH.INFO
96. REDBRICKHEALTH.MOBI
97. REDBRICKHEALTH.NET
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99. REDBRICKHEALTH.TV
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102. REDBRICKHEALTHWELLNESS.INFO
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128. REDBRICKWELLNESS.INFO
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130. REDBRICKWELLNESS.NET

131. REDBRICKWELLNESS.ORG
132. REDBRICKWELLNESS.US
133. WELLNESSCOORDINATOR Toolkit.COM
134. YOUR-REMINDERS.COM
135. REDBRICKCONTENT.COM