

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475272

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avvo, Inc.		04/30/2018	Corporation: WASHINGTON
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: 3			
Property Type	Number	Word Mark	
Serial Number:	78901487	AVVO	
Serial Number:	85258623	AVVO	
Serial Number:	87219455	LAWYERNOMICS	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<i>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.</i>			
Phone:	202-835-7500		
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:	28302.74200		
NAME OF SUBMITTER:	Kristin L. Yohannan		
SIGNATURE:	/s/ Kristin L. Yohannan		
DATE SIGNED:	05/23/2018		
Total Attachments: 5			

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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 April 30, 2018, is made by Avvo, Inc., a Washington corporation (the "Grantor"), 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 supplemented by that certain Joinder Agreement dated June 5, 2015, as amended by Amendment No. 1 to Credit Agreement, dated as of March 8, 2017, Amendment No. 2 to Credit Agreement, dated as of September 15, 2017, and as may be 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 WebMD Health Corp., a Delaware corporation (the "Wave Borrower") and, together with the Corp Borrower and the LLC Borrower, the "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 and any Subsidiaries that become a party thereto, have 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, 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, 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. Grantor hereby grants a lien on and security interest in all of 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 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.

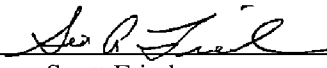
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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.

AVVO, INC.,
as the Grantor

By: 
Name: Scott Friedman
Title: Treasurer

ROYAL BANK OF CANADA,
as the Collateral Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Grant of Security Interest in Trademark Rights (Avvo)]

TRADEMARK
REEL: 006335 FRAME: 0665

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
AVVO	78/901,487	6/6/2006	Avvo, Inc. 720 Olive Way, Suite 1400 Seattle, WA 98101	Granted
AVVO	85/258,623	3/4/2011	Avvo, Inc. 720 Olive Way, Suite 1400, Seattle, WA 98101	Granted
LAWYERNOMICS	87/219,455	10/28/2016	Avvo, Inc. 720 Olive Way, Suite 1400 Seattle, WA 98101	Granted