

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471867

<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>
RedBrick Health Corporation		04/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AB Private Credit Investors LLC, as Collateral Agent		
<b>Street Address:</b>	500 West 5th Street, Suite 1100		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 36</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4940575	JOURNEYS	
<b>Registration Number:</b>	5283403	NEXT-STEPS CONSULT	
<b>Registration Number:</b>	4491755	REDBRICK	
<b>Registration Number:</b>	4491756	REDBRICK	
<b>Registration Number:</b>	4855745	REDBRICK COMPASS	
<b>Registration Number:</b>	4855746	REDBRICK COMPASS	
<b>Registration Number:</b>	5027844	REDBRICK HEALTH	
<b>Registration Number:</b>	3559760	REDBRICK HEALTH	
<b>Registration Number:</b>	4352656	REDBRICK HEALTH	
<b>Registration Number:</b>	3556150	REDBRICK HEALTH	
<b>Registration Number:</b>	4968285	REDBRICK HEALTH	
<b>Registration Number:</b>	4972493	REDBRICK HEALTH	
<b>Registration Number:</b>	4977202	REDBRICK HEALTH	
<b>Registration Number:</b>	4977204	REDBRICK HEALTH	
<b>Registration Number:</b>	5028554	REDBRICK HEALTH	
<b>Registration Number:</b>	5052885	REDBRICK HEALTH	
<b>Registration Number:</b>	4491783	REDBRICK JOURNEYS	
<b>Registration Number:</b>	4752222	REDBRICK JOURNEYS	
<b>Registration Number:</b>	4869656	REDBRICK RALLY	

CH \$915.00 4940575

Property Type	Number	Word Mark
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
Serial Number:	86692228	REDBRICK INSIGHTS
Serial Number:	86677025	RUBI
Serial Number:	86677045	RUBI
Serial Number:	86677033	RUBI

**CORRESPONDENCE DATA**

Fax Number: 2139963303

*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: 213-683-6303

Email: amyarnelle@paulhastings.com

Correspondent Name: Amy Arnelle

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	04/30/2018

**Total Attachments: 9**

- source=RedBrick - Trademark Security Agreement (Executed)#page1.tif
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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 30, 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 AB Private Credit Investors 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 April 30, 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, Robin Merger Sub, Inc., a Delaware corporation ("Merger Sub" and, prior to the consummation of the Closing Date Acquisition, the "Borrower"), upon consummation of the Closing Date Acquisition, RedBrick Health Corporation, a Delaware corporation ("RedBrick" and as the surviving entity after giving effect to the Closing Date Acquisition, the "Borrower"), Red Midco 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**

By: 

Name: Todd Laddusaw

Title: Treasurer and Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Collateral Agent

By:   
Name: Kevin Alexander  
Title: Managing Director

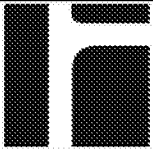
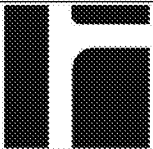
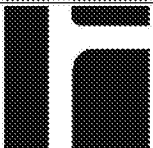
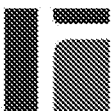

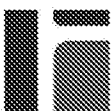
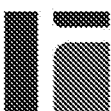

[Signature Page to Trademark Security Agreement]

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT


UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<b>OWNER</b>	<b>MARK</b>	<b>REGISTRATION NUMBER</b>
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
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United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
RedBrick Health Corporation	REDBRICK INSIGHTS	86/692,228
RedBrick Health Corporation	RUBI	86/677,025
RedBrick Health Corporation	RUBI	86/677,045
RedBrick Health Corporation	RUBI	86/677,033

Domain Names:

COORDINATOR TOOLKIT.COM
HEALTHINNOVATIONBLOG.COM
HEALTHINNOVATIONBLOG.INFO
HEALTHINNOVATIONBLOG.NET
HEALTHINNOVATIONBLOG.ORG
HEALTHY-EMAIL.COM
HEALTHY-REMINDERS.COM
HEALTHYEMAIL.COM
MYREDBRICK.BIZ
MYREDBRICK.COM
MYREDBRICK.INFO
MYREDBRICK.MOBI
MYREDBRICK.NET
MYREDBRICK.ORG
MYREDBRICK.TV
MYREDBRICK.US
MYREDBRICKHEALTH.BIZ
MYREDBRICKHEALTH.COM
MYREDBRICKHEALTH.INFO
MYREDBRICKHEALTH.MOBI
MYREDBRICKHEALTH.NET
MYREDBRICKHEALTH.ORG

MYREDBRICKHEALTH.TV
MYREDBRICKHEALTH.US
RB-H.ME
RBHC.ME
REDBH.COM
REDBH.ME
REDBH.NET
REDBH.ORG
REDBRICKDEV.COM
REDBRICKHEALTH.BIZ
REDBRICKHEALTH.COM
REDBRICKHEALTH.INFO
REDBRICKHEALTH.MOBI
REDBRICKHEALTH.NET
REDBRICKHEALTH.ORG
REDBRICKHEALTH.TV
REDBRICKHEALTH.US
REDBRICKHEALTHWELLNESS.COM
REDBRICKHEALTHWELLNESS.INFO
REDBRICKLABS.BIZ
REDBRICKLABS.COM
REDBRICKLABS.INFO
REDBRICKLABS.MOBI
REDBRICKLABS.NET
REDBRICKLABS.ORG
REDBRICKLABS.US
REDBRICKLIFE.BIZ
REDBRICKLIFE.COM
REDBRICKLIFE.INFO
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REDBRICKREADY.COM
REDBRICKREADY.INFO
REDBRICKREADY.MOBI
REDBRICKREADY.NET
REDBRICKREADY.ORG

REDBRICKREADY.US
REDBRICKTEST.COM
redbrickwell.com
REDBRICKWELLNESS.BIZ
REDBRICKWELLNESS.COM
REDBRICKWELLNESS.INFO
REDBRICKWELLNESS.MOBI
REDBRICKWELLNESS.NET
REDBRICKWELLNESS.ORG
REDBRICKWELLNESS.US
WELLNESSCOORDINATORTOOLKIT.COM
YOUR-REMINDERS.COM
REDBRICKCONTENT.COM

Licenses:

*None*