

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplywell, Inc.		11/27/2018	Corporation: DELAWARE
Viterae Vital, Inc.		11/27/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5065341	V	
Registration Number:	4827148	VIVERAE HEALTH	
Registration Number:	4826111	MYVIVERAE	
Registration Number:	4704900	WHERE HEALTH COUNTS	
Registration Number:	4704899	SIMPLYWELL WHERE HEALTH COUNTS	
Registration Number:	2984168	YOUR FUTURE. YOUR HEALTH.	
Registration Number:	3630203	VIVERAE	
Registration Number:	3642444	V	
Registration Number:	4161352	ONERECOVERY ONTHEGO	
Registration Number:	4161353	ONERECOVERY	
Registration Number:	2815159	SIMPLYWELL	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
TRADEMARK			

CH \$290.00 5065341

Address Line 2: Ropes & Gray LLP
Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 111591-0086-003

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 12/04/2018

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of November 27, 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*.

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[Signature Page to Trademark Security Agreement]

TRADEMARK
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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:

SIMPLYWELL, INC., a Delaware corporation

By: 
Name: David Osborne
Title: President

VIVERAE VITAL, INC., a Delaware corporation

By: 
Name: David Osborne
Title: President

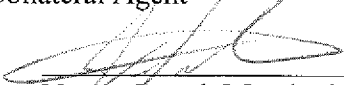
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TRADEMARK
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Accepted and Agreed:

CORTLAND CAPITAL MARKET SERVICES LLC,
as Collateral Agent

By:


Name: Joseph Mascherin
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

TRADEMARK
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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Company</u>	<u>Mark</u>
U.S.	5065341	10/18/2016	SimplyWell, Inc.	V and Design
U.S.	4827148	10/6/2015	SimplyWell, Inc.	Viverae Health
U.S.	4826111	10/6/2015	SimplyWell, Inc.	MyViverae
U.S.	4704900	3/17/2015	SimplyWell, Inc.	Where Health Counts
U.S.	4704899	3/17/2015	SimplyWell, Inc.	SimplyWell Where Health Counts
U.S.	2984168	8/9/2005	SimplyWell, Inc.	Your Future, Your Health
U.S.	3630203	6/2/2009	SimplyWell, Inc.	Viverae
U.S.	3642444	6/23/2009	SimplyWell, Inc.	V and Design
U.S.	4161352	6/19/2012	Viverae, Inc.	ONERECOVERY ONTHEGO
U.S.	4161353	6/19/2012	Viverae, Inc.	ONERECOVERY
U.S.	2815159	2/17/2004	SimplyWell, Inc.	SIMPLYWELL

United States Trademark Applications:

<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Company</u>	<u>Mark</u>
U.S.	87656174	10/23/2017	SimplyWell, Inc.	SimplyWell and Design
U.S.	87656129	10/23/2017	SimplyWell, Inc.	SimplyWell and Design
U.S.	87656093	10/23/2017	SimplyWell, Inc.	SimplyWell Connecting Culture and Care and Design
U.S.	87656114	10/23/2017	SimplyWell, Inc.	SimplyWell Connecting Culture and Care and Design
U.S.	87401578	4/6/2017	SimplyWell, Inc.	SimplyYours

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Domain Names:

1. ABETTERUWELLNESS.COM
2. ACADIAFIT4LIFE.COM
3. ACEWELLNESSPROGRAM.COM
4. ACEWORLDWIDEWELLNESS.COM
5. AFWORKNWELL.COM
6. AGEROWELLNESS.COM
7. AHEALTHIERYOUATCWH.COM
8. AHEALTHIERYOUWELLNESS.COM
9. AHFWELLNESS.COM
10. AIPACWELLNESS.COM
11. AISDWELLNESSPROGRAM.COM
12. AJGRENEWYOURHEALTH.COM
13. americhemwellness.com
14. ANDERSONCOSWELLNESS.COM
15. ANHWELLNESS.COM
16. ANNAPOLISLIVWELL.COM
17. AONWELLNESS.COM
18. APACHEWELLNESS.COM
19. ASGLIVINGWELL.COM
20. ATCDTWELLNESS.COM
21. ATCINSPIREDLIVING.COM
22. ATTWELLNESS.COM
23. BARDLIVWELL.COM
24. BBLIVWELL.COM
25. BCAFIT4LIFE.COM
26. BCBOEWELLNESS.COM
27. BEWELL-REAL-WILD.COM
28. BEWELLWAKUNAGA.COM
29. BHSBUILDINGHEALTHYLIVES.COM
30. BRANCHWELLNESS.COM
31. BRENNTAGWELLNESS.COM
32. BROADSOFTWELLNESS.COM
33. BROTHERLIVWELLPROGRAM.COM
34. BY4L.COM
35. CARECENTERDALLAS.COM

36. CARECORECOMMITSPPOINTPROGRAM.COM
37. CATHAYWELLNESS.COM
38. CBTRAVELWELLNESS.COM
39. CCGWELLNESS.COM
40. CCNWELLNESS.COM
41. CCPSWELLNESS.COM
42. CFRWELLNESS.COM
43. CHARTWAYWELLNESS.COM
44. CHOOSEWELLINCENTIVE.COM
45. CHPWELLNESSCONNECT.COM
46. cigwellness.com
47. cloroxhealthworks.com
48. CMCDWELLNESS.COM
49. COMMIT2FITDHG.COM
50. COMPANYXWELLNESS.COM
51. CONNECTINGVIVERAE.COM
52. CPIWELLNESS.COM
53. CULLIGANBETTERHEALTH.COM
54. CYBERONICSBEWELL.COM
55. DAGOSTINOWELLNESS.COM
56. DENTAQUESTWELLNESS.COM
57. DEVELOPINGHEALTHYLIFESTYLESATREGENCY.COM
58. DNVWELLNESS.COM
59. ELITEWELLNESSUSA.COM
60. ENSIGNWELLNESS.COM
61. evicorewellnesspoints.com
62. EXCELLATARMACELL.COM
63. FCCWELLNESSPROGRAM.COM
64. FCSCOMMITTOFIT.COM
65. FHCNWELLNESS.COM
66. FITFORCEWELLNESS.COM
67. FIVE-STARWELLNESS.COM
68. FNNIWELLNESSFIRST.COM
69. FORSYTHECONNECTTOHEALTH.COM
70. FORWARDAIRLIVEWELL.COM
71. FUELMYWELLNESS.COM
72. G2HLBEWELL.COM
73. GDINMOTION.COM

74. GORDONBEWELL.COM
75. GPIFIT.COM
76. GRANITELIVINGWELL.NET
77. GUARANTYBANKWELLNESS.COM
78. HALMAWELLNESS.COM
79. HANLEYWOODWELLNESS.COM
80. HANNAANDERSSONWELLNESS.COM
81. HAYNESHEALTHCOACH.COM
82. HEALTHYVISTAWELLNESS.COM
83. HEIFERMOOVEIT.COM
84. HERFFJONESWELLNESS.COM
85. HICAMWELLNESS.COM
86. HIDACCESSHEALTH.COM
87. HIGGWELLNESSWITHIN.COM
88. HILLWOODWELLNESS.COM
89. HOFFMANBUILDSWELLNESS.COM
90. honorhealthworkforcewellness.com
91. HPMI-WELLNESS.COM
92. IBEWWELLNESS.COM
93. IMAGENETFIT.COM
94. IMCWELLNESSPROGRAM.COM
95. INSIDEVIVERAE.COM
96. JFWLIVEWELL.COM
97. jspwellnessworks.com
98. KADLECWELLNESS.COM
99. KAWASAKIWELLNESS.COM
100. LEAPSANDBOUNDSATKYOCERA.COM
101. LEASEPLANHEALTHYU.COM
102. LIVEWELLANDBENEFIT.COM
103. LIVEWELLDT.COM
104. LIVEWELLLORD.COM
105. LIVINGWELLATFAMC.ORG
106. LIVINGWELLATFREMONTHEALTH.COM
107. LMWELLNESSWORKS.COM
108. LSIWELLNESS.COM
109. LSVHEALTHYME.COM
110. LUMEDXWELLNESS.COM
111. MAKETHEWELLNESSCOMMITMENT.COM

112. MAKINGWELLNESSMATTER.COM
113. MARIONWELLBEING.COM
114. MIAMIJEWISHWELLNESS.COM
115. MOOVEITWELLNESS.COM
116. MYAMERICANENERGY.COM
117. MYANTIOCHWELLNESS.COM
118. MYAPPSANDDEVICES.COM
119. MYAPSWELLNESS.COM
120. MYBRADKENWELLNESS.COM
121. MYCCNWELLNESS.COM
122. MYCFPWELLNESS.COM
123. MYCLEVELANDSTEELWELLNESS.COM
124. MYCOMMITTOFIT.COM
125. mydeltawellness.com
126. MYDWWELLNESS.COM
127. MYEMMISWELLNESS.COM
128. MYFITCBH.COM
129. MYFLEXCONBETTERHEALTH.COM
130. MYG2HLBEWELL.COM
131. MYGEODISIAMWELLNESS.COM
132. MYHEALTHYMEATVE.COM
133. MYHEALTHYPOSSIBILITIES.COM
134. MYHEALTHYUTZ.COM
135. MYIHEALTHWELLNESS.COM
136. MYKAPCOWELLNESS.COM
137. MYLINEAGEWELLNESS.COM
138. MYLIVINGWELL.LIFE
139. MYLSWELLNESS.COM
140. MYMCNICHOLSWELLNESS.COM
141. MYNTHDEGREEWELLNESS.COM
142. MYOMGHEALTH.COM
143. MYRELAYTOWELLNESS.COM
144. MYSENSATAWELLNESS.COM
145. MYSTEELWELLNESS.COM
146. MYTRIMACWELLNESS.COM
147. MYTSTECHWELLNESS.COM
148. MYUSIWELLNESS.COM
149. MYVFITWELLNESS.COM

150. MYVHMS.COM
151. MYVIVERAE.COM
152. MYVIVERAECARECENTER.COM
153. MYVIVERAECOMMUNICATIONS.COM
154. MYVIVERAENEUSTAR.COM
155. MYVWELL.COM
156. MYWELLNET.ORG
157. MYWORTHAMWELLNESS.COM
158. NCMWELLNESS.COM
159. NELSONGLOBALWELLNESS.COM
160. NOKIAWELLNESS.COM
161. NOVELISWELLNESSMATTERS.COM
162. NSNWELLNESS.COM
163. NVWELLNESS.ORG
164. ONERECOVERY.COM
165. ONERECOVERY.NET
166. OURVIVERAE.COM
167. PACKRATWELLNESS.COM
168. PARADISEWELLNESSWORKS.COM
169. pchealthyrewards.com
170. PEERLESSMFGCOWELLNESS.COM
171. PHHEALTHMATTERS.COM
172. PHRWELLNESSFORLIFE.COM
173. PIPERWELLNESS.COM
174. PLEXUSWELLNESS.COM
175. PLUMCREEKTOTALHEALTH.COM
176. POWERPLUSHEALTH.COM
177. PRHWELLNESSFORLIFE.COM
178. PRMCWELLNESS.COM
179. REASORSWELLNESS.COM
180. RENESSENZWELLNESS4LIFE.COM
181. ROSEBURGWELLNESSPLAN.COM
182. RRLIVEWELL.COM
183. SAMSONWELLNESS.COM
184. SCSSUSTAINABLEU.COM
185. SEALASKAWELLNESS.COM
186. SHELTERMORTGAGEWELLNESS.COM
187. SJRAWORKINGWELL.COM

188. SJVIAWELLNESSWORKS.COM
189. SMARTTECHCOMPATIBILITY.COM
190. SMEALWELLNESS.COM
191. SOBERTOOLS.COM
192. SOCIALSOLUTIONING.COM
193. SPARTONWELLNESS.COM
194. STIMWELLNESS.COM
195. stoneridgestrong.com
196. SUMMITWELLNESS.NET
197. TBEIBETTERBODIES.COM
198. TBTWELLNESS.COM
199. THALESWELLNESSTOGETHER.COM
200. THEANDERSONCOSWELLNESS.COM
201. TMNAGOODLIFE.COM
202. TNSWELLNESS.COM
203. TOLIVEWELLANDBENEFIT.COM
204. TOYOTALIFTYOURLIFE.COM
205. TRIBWELLNESS.COM
206. TXIWELLNESS.COM
207. UNIVISIONWELLNESS.COM
208. USICWELLNESS.COM
209. USTGWELLNESS.COM
210. vacuity.info
211. VEOLIAWATERWELLNESS.COM
212. VERIDIAMWELL.COM
213. VHNSTUDIOS.COM
214. VHSHEALTHYU.COM
215. VIASATTHRIVE.COM
216. VIHMS.COM
217. VIVAIRA.COM
218. VIVAIRRE.COM
219. VIVARAE.COM
220. VIVEHMS.COM
221. VIVERAE.BIZ
222. VIVERAE.COM
223. VIVERAE.INFO
224. VIVERAE.NET
225. VIVERAE.ORG

226.	VIVERAE.TECHNOLOGY
227.	VIVERAE.US
228.	VIVERAEA.COM
229.	VIVERAECARECENTER.COM
230.	VIVERAECARECENTER.NET
231.	VIVERAECONNECT.COM
232.	VIVERAECONNECTIONS.COM
233.	VIVERAEHEALTH.COM
234.	VIVERAEHMS.COM
235.	VIVERAEINC.COM
236.	VIVERAEINSIDER.COM
237.	VIVERAEINTRANET.COM
238.	VIVERAEMAIL.COM
239.	VIVERAEXP.COM
240.	VIVEREA.COM
241.	VIVERRE.COM
242.	VIVHMS.COM
243.	WELLNESSWITHCOUSINS.COM
244.	WELLTHYREWARDS.COM
245.	WHYVIVERAE.COM
246.	WILVACOWELLNESS.COM
247.	WOLFCREEKWELLNESS.COM
248.	WWLANDYOU.COM
249.	YOURVIVERAE.COM
250.	acblwellness.com
251.	alpinefitwellness.com
252.	argoslivewell.com
253.	bankingonyourhealth.com
254.	bbuswellness.com
255.	bpswellnessrevolution.com
256.	bridgevinehealthyyou.com
257.	c4honline.com
258.	cedarfairontrack.com
259.	cerislivewell.com
260.	cfcwellness.com
261.	cityofdenverwellness.com
262.	copperstatehealthnuts.com
263.	dysonviverae.com

264. energizehsni.com
265. energizewellbeing.com
266. ercotstrong.com
267. friartuxfitright.com
268. fxcmwelness.com
269. gallagherthrive.com
270. honorhealthwellbeing.com
271. hortonhealthy.com
272. iffforthehealthofit.com
273. itsallaboutyourwellness.com
274. keepmotivahealthy.com
275. livewelllozier.com
276. mfbwellbeing.com
277. mgcwellness.com
278. myfdliving.com
279. myrabolife.com
280. proponentofwellness.com
281. saintfranciswellnow.com
282. simplywell.com
283. simplywell.tech
284. smarthealthgentex.com
285. suburbanlivewell.com
286. vivdirect.com
287. wellnessatfaith.com
288. wellnessatvantage.com
289. wellnessrevolution-cw.com
290. mywellnessinaction.com
291. oneheath.com

Licenses:

1. Amended and Restated Reseller Agreement between HealthBreak, Inc. and SimplyWell, Inc., dated April 2, 2018.

[Signature Page to Trademark Security Agreement]