

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533632

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|---|---|-----------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Release and Reassignment | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Antares Capital LP, as Collateral Agent | | 07/16/2019 | Limited Partnership: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Healthline Media, Inc. | | |
| Street Address: | 660 THIRD STREET | | |
| City: | SAN FRANCISCO | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94107 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | EverdayFamily, Inc. | | |
| Street Address: | 660 THIRD STREET | | |
| City: | SAN FRANCISCO | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94107 | | |
| Entity Type: | Corporation: NEVADA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4189310 | HEALTHLINE | |
| Registration Number: | 4485751 | EVERYDAYFAMILY | |
| Registration Number: | 4505811 | EVERYDAYFAMILY | |
| Serial Number: | 87685765 | HEALTHLINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3128278185 | | |
| <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> | | | |
| Email: | will.grossenbacher@klgates.com, valerie.swanson@klgates.com | | |
| Correspondent Name: | K&L Gates LLP | | |
| Address Line 1: | 134 Meeting Street, Suite 500 | | |
| Address Line 4: | Charleston, SOUTH CAROLINA 29401 | | |

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| ATTORNEY DOCKET NUMBER: | 2852544.00022 |
| NAME OF SUBMITTER: | William H. Grossenbacher |
| SIGNATURE: | /William H. Grossenbacher/ |
| DATE SIGNED: | 07/25/2019 |
| Total Attachments: 3 source=1 antares to healthline#page1.tif source=1 antares to healthline#page2.tif source=1 antares to healthline#page3.tif | |

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 16, 2019, by ANTARES CAPITAL LP, in its capacity as Collateral Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Healthline Media, Inc., a Delaware corporation, and EverydayFamily, Inc., a Nevada corporation (together, the "Grantor") and Secured Party are parties to that certain Trademark Security Agreement dated as of November 20, 2018 (the "Security Agreement") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 20, 2018, at Reel 6485, Frame 0985;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "Trademark Collateral"):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: 
Name: Steve Heise
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Collateral

1. REGISTERED TRADEMARKS

| <u>Loan Party</u> | <u>Jurisdiction</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Filing Date</u> | <u>Registered Owner</u> | <u>Mark</u> |
|------------------------|---------------------|-------------------------|--------------------------|--------------------|-------------------------|----------------|
| Healthline Media, Inc. | US | 4189310 | August 14, 2012 | August 9, 2011 | Healthline Media, Inc. | HEALTHLINE |
| EverydayFamily, Inc. | US | 4485751 | February 18, 2014 | April 13, 2012 | EverydayFamily, Inc. | EVERYDAYFAMILY |
| EverydayFamily, Inc. | US | 4505811 | April 1, 2014 | November 22, 2011 | EverydayFamily, Inc. | EVERYDAYFAMILY |

2. TRADEMARK APPLICATIONS

| <u>Loan Party</u> | <u>Jurisdiction</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Applicant</u> | <u>Mark</u> |
|------------------------|---------------------|------------------------|--------------------|------------------------|-------------|
| Healthline Media, Inc. | US | 87685765 | November 15, 2017 | Healthline Media, Inc. | HEALTHLINE |