

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540806

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Norvax, LLC		09/13/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Collateral Agent		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3190353	BROKEROFFICE	
Registration Number:	4888109	GOHEALTH	
Registration Number:	5076197	GOHEALTH MARKETPLACE	
Registration Number:	5061928	GOHEALTH VMO	
Serial Number:	88491931	GOMEDICARE	
Registration Number:	4900985	NORVAX	
Registration Number:	3875914	SITELEVER	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	058516-0033		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		

OP \$190.00 3190353

DATE SIGNED:	09/13/2019
---------------------	------------

Total Attachments: 4
source=Blizzard - TM Security Agreement Executed#page1.tif
source=Blizzard - TM Security Agreement Executed#page2.tif
source=Blizzard - TM Security Agreement Executed#page3.tif
source=Blizzard - TM Security Agreement Executed#page4.tif

TRADEMARK SECURITY AGREEMENT dated as of September 13, 2019 (this “Agreement”), among NORVAX, LLC (the “Grantor”) and OWL ROCK CAPITAL CORPORATION, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of September 13, 2019 (the “Credit Agreement”), among BLIZZARD MIDCO, LLC, a Delaware limited liability company (“Initial Holdings”), BLIZZARD MERGER SUB, LLC, a Delaware limited liability company (“Merger Sub”), after giving effect to the Merger NORVAX, LLC, a Delaware limited liability company (“Norvax”), each Lender from time to time party thereto and OWL ROCK CAPITAL CORPORATION, as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of September 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, Merger Sub, Norvax, the other Grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the United States Trademarks on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NORVAX, LLC, as Grantor

By:



Name: Branden Cruz
Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006744 FRAME: 0916

OWL ROCK CAPITAL CORPORATION, as Collateral Agent

By:



Name: Alois Maged

Title: Duty Authorized Signatory

Schedule I

Mark	Application No. Filing Date	Registration No. Registration Date
BROKEROFFICE	78884315 16-MAY-2006	3190353 26-DEC-2006
GOHEALTH	86539482 19-FEB-2015	4888109 19-JAN-2016
GOHEALTH MARKETPLACE	86650745 03-JUN-2015	5076197 08-NOV-2016
GOHEALTH VMO	86650742 03-JUN-2015	5061928 18-OCT-2016
GOMEDICARE	88491931 27-JUN-2019	
NORVAX	86650737 03-JUN-2015	4900985 16-FEB-2016
SITELEVER	77905890 06-JAN-2010	3875914 16-NOV-2010

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

US-DOCSM110629430.4

RECORDED: 09/13/2019

**TRADEMARK
REEL: 006744 FRAME: 0918**