

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553976

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aptus Health, Inc.		12/13/2019	Corporation: DELAWARE
EngagedMedia, LLC		12/13/2019	Limited Liability Company: DELAWARE
Aptus Health International, Inc.		12/13/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Public Company: CANADA

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	5470063	APTUS HEALTH
Registration Number:	2829278	BRAND ACCELERATOR
Registration Number:	2920904	DRDRUGS
Registration Number:	5448908	ENGAGEDPATIENT
Registration Number:	5567367	HCPXCHANGE
Registration Number:	4863544	OMNIO MEDALERT
Registration Number:	4863545	OMNIO MEDALERT
Registration Number:	3003186	PATIENT EXPERIENCE
Registration Number:	3249170	PHYSICIANS INTERACTIVE
Registration Number:	2651016	PI
Registration Number:	2616329	PI
Registration Number:	2653127	PI PHYSICIANS INTERACTIVE
Registration Number:	4764969	QUICKSPOT
Registration Number:	5237711	RXAPPEAL
Registration Number:	5807573	RXPROXIMITY
Registration Number:	5835410	RXREMOTE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5234031	RXSTART
Registration Number:	5857715	RXSURVEYOR
Registration Number:	4504285	TOMORROW NETWORKS
Registration Number:	5186739	UNIVADIS
Registration Number:	5027853	UNIVADIS
Serial Number:	87366886	CARE TO ENGAGE
Serial Number:	86795021	ENGAGEDMEDIA
Serial Number:	87661105	RXPUSH

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28302.74200
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	12/19/2019

Total Attachments: 6
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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 December 13, 2019, is made by the undersigned (each, 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 as of 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”), 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 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.

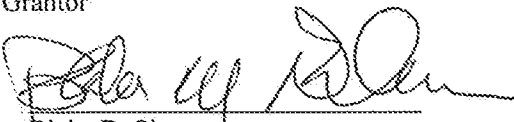
APTUS HEALTH, INC.,
as the Grantor

By: 
Name: Blake DeSimone
Title: CFO

ENGAGEDMEDIA LLC,
as the Grantor

By: 
Name: Blake DeSimone
Title: CFO

APTUS HEALTH INTERNATIONAL, INC.,
as the Grantor

By: 
Name: Blake DeSimone
Title: CFO

ROYAL BANK OF CANADA,
as the Collateral Agent

By: 
Name: Rodica Dutka
Title: Manager, Agency

[Signature Page to Grant of Second Lien Security Interest in Trademark Rights (Aptus)]

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

No.	Trademark	Country	Status	Owner	App. No.	Appl. Date	Reg. No.	Reg. Date
1.	APTUS HEALTH	United States	Registered	Aptus Health, Inc.	86824718	11/18/2015	5470063	05/15/2018
2.	BRAND ACCELERATOR	United States	Registered	InfoMedics, Inc.	76435651	07/30/2002	2829278	04/06/2004
3.	CARE TO ENGAGE	United States	Filed	Aptus Health, Inc.	87366886	03/10/2017		
4.	DRDRUGS	United States	Registered	Aptus Health, Inc.	78360180	01/30/2004	2920904	01/25/2005
5.	EngagedMedia	United States	Filed	EngagedMedia, LLC	86795021	10/21/2015		
6.	EngagedPatient	United States	Registered	EngagedMedia, LLC	86794989	10/21/2015	5448908	04/17/2018
7.	HCPXCHANGE	United States	Registered	Aptus Health, Inc.	87449257	05/15/2017	5567367	09/18/2018
8.	OMNIO MEDALERT	United States	Registered	Aptus Health, Inc.	85882051	03/21/2013	4863544	12/01/2015
9.	OMNIO MEDALERT	United States	Registered	Aptus Health, Inc.	85882052	03/21/2013	4863545	12/01/2015
10.	PATIENT EXPERIENCE	United States	Registered	InfoMedics, Inc. ¹	76435654	07/30/2002	3003186	10/04/2005
11.	PHYSICIANS INTERACTIVE	United States	Registered	Aptus Health, Inc.	78795793	01/20/2006	3249170	06/05/2007
12.	PI	United States	Registered	Aptus Health, Inc.	75887345	12/30/1999	2651016	11/19/2002
13.	PI and Design	United States	Registered	Aptus Health, Inc.	75886889	12/30/1999	2616329	09/10/2002
14.	PI PHYSICIANS INTERACTIVE and Design	United States	Registered	Aptus Health, Inc.	75886550	12/30/1999	2653127	11/26/2002
15.	QUICKSPOT	United States	Registered	Aptus Health, Inc.	85892049	04/01/2013	4764969	06/30/2015

¹ InfoMedics, Inc. merged into Aptus Health, Inc. in 2017.

No.	Trademark	Country	Status	Owner	App. No.	Appl. Date	Reg. No.	Reg. Date
16.	RxAppeal	United States	Registered	EngagedMedia, LLC	86795067	10/21/2015	5237711	07/04/2017
17.	RxProximity	United States	Registered	EngagedMedia, LLC	87661075	10/26/2017	5807573	07/16/2019
18.	RxPush	United States	Filed	EngagedMedia, LLC	87661105	10/26/2017		
19.	RxRemote	United States	Registered	EngagedMedia, LLC	87660551	10/26/2017	5835410	08/13/2019
20.	RXSTART	United States	Registered	Aptus Health, Inc.	87975329	08/02/2016	5234031	06/27/2017
21.	RxSurveyor	United States	Registered	EngagedMedia, LLC	86795081	10/21/2015	5857715	09/10/2019
22.	TOMORROW NETWORKS	United States	Registered	Aptus Health, Inc.	85892050	04/01/2013	4504285	04/01/2014
23.	UNIVADIS	United States	Registered	Aptus Health International, Inc.	86005128	07/09/2013	5186739	04/18/2017
24.	UNIVADIS	United States	Registered	Aptus Health International, Inc.	86508159	01/20/2015	5027853	08/23/2016