

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Healthline Media, Inc.		12/20/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	101 N. Tryon Street, 5th Floor		
<b>Internal Address:</b>	C/O MAC Legal, Mail Code: NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4189310	HEALTHLINE	
<b>Registration Number:</b>	5652713	HEALTHLINE	
<b>Registration Number:</b>	4505811	EVERYDAYFAMILY	
<b>Registration Number:</b>	4485751	EVERYDAYFAMILY	
<b>Serial Number:</b>	88440459	GREATIST	
<b>Serial Number:</b>	88453228	H	
<b>Serial Number:</b>	88453268	HEALTHLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>			
<b>Phone:</b>	800-713-0755		
<b>Email:</b>	james.murray@wolterskluwer.com, ecarrera@cahill.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		

OP \$190.00 4189310

<b>DATE SIGNED:</b>	12/20/2019
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**Total Attachments: 8**

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## EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of December 20, 2019 (this "Agreement"), among Healthline Media, Inc. (the "Grantor") and BANK OF AMERICA, N.A., as Collateral Agent (in such capacity and together with successors in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of November 8, 2017 (as amended by Amendment No. 1, dated as of November 9, 2018, as further amended by Amendment No. 2, dated as of April 15, 2019, as further amended by Amendment No. 3, dated as of June 11, 2019, as further amended by Amendment No. 4, dated as of July 10, 2019 and as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Ruby Sub, LLC (formerly known as Red Ventures Holdco, LP), a North Carolina limited liability company ("Holdings"), Red Ventures, LLC, a North Carolina limited liability company ("Parent Borrower"), New Imagitas, Inc., a North Carolina corporation ("Co-Borrower"), the Lenders party thereto and Bank of America, N.A., as Administrative Agent, Collateral Agent and Issuing Bank and (b) the First Lien Collateral Agreement dated as of November 8, 2017 (as amended by Supplement No. 1 thereto, dated as of July 26, 2019 and as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Parent Borrower, the Co-Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 all 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 the Grantor's right, title and interest in, to and under the Trademarks, including the registrations and applications thereof listed on Schedule I (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. 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.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED  
IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

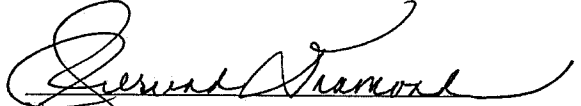
[Remainder of this page intentionally left blank]

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

HEALTHLINE MEDIA, INC.

By: Mark Brodsky  
Name: Mark Brodsky  
Title: Chief Financial Officer and Secretary

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Gerund Diamond  
Title: Vice President



Schedule I

Trademark and Trademark Applications

Mark	Country	Current Owner	Appl. # Filing Date	Reg. # Reg. Date	Goods/Services
HEALTHLINE	U.S.	Healthline Media, Inc.	85/393,886 08/09/2011	4,189,310 08/14/2012	<p>CL 35: Online advertising and promotional services; providing referrals and business contact information for doctors and healthcare professionals; collection and compilation of information into a computer database in the fields of marketing and advertising for others in the fields of health, healthcare, fitness, wellness, medical products and medical services</p> <p>CL 42: Computer services, namely, creating computer network-based indexes of information, web sites and other information sources accessible via global computer networks in the fields of health care, medical conditions, diseases, pharmaceuticals, treatments, fitness, nutrition and well being; computer services, namely, providing search engines for obtaining data on global computer networks; computer services in the nature of customized online web pages featuring user-defined information, personal profiles and information</p>
					<p>CL 44: Providing information over a global computer network in the fields of health care, medical conditions and diseases, medical treatments, nutrition and pharmaceuticals, healthy living, lifestyle wellness, and dental health</p>

Mark	Country	Current Owner	Appl. # Filing Date	Reg. # Reg. Date	Goods/Services
HEALTHLINE & Design  <i>healthline</i>	U.S.	Healthline Media, Inc.	87/685,765 11/15/2017	5,652,713 01/15/2019	CL 41: Providing a website featuring information on exercise and fitness  CL 44: Providing health care information by telephone and the internet; Providing health care information by global computer networks; Providing health information; Providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness
EVERYDAYFA MILY	US	Healthline Media, Inc.	85/479,263 11/22/2011	4,505,811 04/01/2014	CL 41: providing online information in the field of exercise and fitness before, during and after pregnancy, and in the field of parenting concerning education and entertainment of children
					CL 42: creating and hosting an online community for registered users to participate in discussions and exchange information related to preconception, pregnancy, and parenting
					CL 44: providing online health- related information about preconception and pregnancy, parenting concerning the health of children, health, children's health, diet, nutrition, wellness, and children's physical and mental health development  CL 45: online social networking services provided through a membership- based community website; providing online information in the field of parenting concerning intrafamily relationships, and in the field of balancing work and family
EVERYDAYFA MILY	US	Healthline Media, Inc.	85/597,441 04/13/2012	4,485,751 02/18/2014	CL 45: information services, namely, providing a website featuring photographic, audio, video and prose presentations in the field of family relationships
GREATIST	US	Healthline Media, Inc.	88/440,459 05/21/2019		CL 41: Providing a website and a blog featuring audio, video, text, and multimedia materials and articles in the field of health, wellness, and happiness for entertainment



Mark	Country	Current Owner	Appl. # Filing Date	Reg. # Reg. Date	Goods/Services
					purposes; electronic publishing services, namely, publication of audio, video, text, and multimedia works of others online featuring information in the field of health, wellness and happiness; providing a website at which the general public can receive advice from an individual or entity concerning happiness for entertainment purposes
H & Design 	US	Healthline Media, Inc.	88/453,228 05/30/2019		CL 41: entertainment services, namely, providing a website and a blog featuring audio, video, text, and multimedia materials and articles in the field of health, wellness, fitness, and happiness for entertainment purposes; electronic publishing services, namely, publication of audio, video, text, and multimedia works of others online featuring information in the field of health, wellness, fitness, and happiness; providing a website featuring information on exercise and fitness
					CL 44: providing health care information by telephone and the internet; providing health care information by global computer networks; providing health information; providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness
HEALTHLINE (stylized) 	US	Healthline Media, Inc.	88/453,268 05/30/2019		CL 41: entertainment services, namely, providing a website and a blog featuring audio, video, text, and multimedia materials and articles in the field of health, wellness, fitness, and happiness for entertainment purposes; electronic publishing services, namely, publication of audio, video, text, and multimedia works of others online featuring information in the field of health, wellness, fitness, and happiness; providing a website featuring information on exercise and fitness
					CL 44: providing health care information by telephone and the internet; providing health care information by global computer networks; providing health information; providing a website featuring information and advice in the fields of diet, weight loss, diet planning and lifestyle wellness