

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVIVE HEALTH, LLC		12/20/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CIBC Bank USA		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Illinois Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5504250	BENEFITS LOVE	
Registration Number:	4334761	HEALTHSPECTIVE	
Registration Number:	3526550	EVIVE HEALTH	
CORRESPONDENCE DATA			
Fax Number:	3129800765		
<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:	3122698000		
Email:	martus@nge.com		
Correspondent Name:	Ian J. Block		
Address Line 1:	Neal Gerber & Eisenberg LLP		
Address Line 2:	Two North LaSalle Street, Suite 1700		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	025942.0036		
NAME OF SUBMITTER:	Ian J. Block		
SIGNATURE:	/Ian J. Block/		
DATE SIGNED:	01/02/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 20, 2019, is made by EVIVE HEALTH, LLC, a Delaware limited liability company ("Grantor"), in favor of CIBC BANK USA ("Lender").

RECITALS

WHEREAS, Grantor has entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), with Lender, pursuant to which the Lender has agreed to make certain loans to Grantor and pursuant to which Grantor has granted to the Lender a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademark Collateral (as defined below), to secure the payment of all amounts owing by the Loan Parties under the Loan Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Loan Agreement, Grantor does hereby grant to the Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark registration and trademark application for registration, including, without limitation, each trademark registration and trademark application for registration referred to in Schedule 1 annexed hereto (other than "intent-to-use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable law), together with any renewals or extensions thereof, and all goodwill associated therewith; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark or license thereof (items 1 and 2 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and is subject to limitations set forth therein. Each of Grantor and the Lender hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute

effective delivery thereof. Electronic records of executed Loan Documents maintained by the Lender shall be deemed to be originals.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

EVIVE HEALTH, LLC

By: *John McDonnell*
Name: *John McDonnell*
Title: *CFO*

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: _____
Name: Luke P. Arnesen
Title: Commercial Relationship Manager

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

GRANTOR:

EVIVE HEALTH, LLC

By: _____

Name:

Title:

Acknowledged and agreed to:

LENDER:

CIBC BANK USA

By: _____

Luke P. Arnesen

Name: Luke P. Arnesen

Title: Commercial Relationship Manager

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Reg. No.	Serial No.	Country	Status	Registration Date	Mark
5504250	87399414	US	Live		Benefits Love
4334761	85736189	US	Live		Healthspective
3526550	77292793	US	Live		Evive Health

Trademark Applications

N/A