

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM559646

|   |   |                         |                    |
|---|---|-------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                         |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST   |                         |                    |
| <b>CONVEYING PARTY DATA</b>   |   |                         |                    |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>   | <b>Entity Type</b> |
| Trividia Health, Inc.   |   | 01/30/2020              | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |   |                         |                    |
| <b>Name:</b>  | Wells Fargo Bank, National Association, as Administrative Agent |                         |                    |
| <b>Street Address:</b>  | 2450 Colorado Avenue, Suite 3000 W                              |                         |                    |
| <b>City:</b>  | Santa Monica  |                         |                    |
| <b>State/Country:</b>   | CALIFORNIA  |                         |                    |
| <b>Postal Code:</b>   | 90404   |                         |                    |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES                     |                         |                    |
| <b>PROPERTY NUMBERS Total: 9</b>  |   |                         |                    |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>        |                    |
| <b>Serial Number:</b>   | 88138694  | TEST BUDDY              |                    |
| <b>Serial Number:</b>   | 88581945  | TEST BUDDY              |                    |
| <b>Serial Number:</b>   | 88138702  | HEALTHY TRACKS FOR PETS |                    |
| <b>Serial Number:</b>   | 88540526  | HEALTHY TRACKS FOR PETS |                    |
| <b>Serial Number:</b>   | 88217873  | MY-TECH                 |                    |
| <b>Serial Number:</b>   | 88248619  | MY-TECH                 |                    |
| <b>Serial Number:</b>   | 88404235  | TRUE A-G SCAN           |                    |
| <b>Serial Number:</b>   | 88404242  | TRUEA-G SCAN            |                    |
| <b>Serial Number:</b>   | 88491637  | MEET LANCE              |                    |
| <b>CORRESPONDENCE DATA</b>  |   |                         |                    |
| <b>Fax Number:</b>  |   |                         |                    |
| <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>   | 6785532288  |                         |                    |
| <b>Email:</b>   | madrinc@gtlaw.com   |                         |                    |
| <b>Correspondent Name:</b>  | Christina Madrin  |                         |                    |
| <b>Address Line 1:</b>  | 3333 Piedmont Road NE, Suite 2500                               |                         |                    |
| <b>Address Line 4:</b>  | Atlanta, GEORGIA 30305  |                         |                    |
| <b>NAME OF SUBMITTER:</b>   | Christina Madrin  |                         |                    |

CH \$240.00 88138694

|   |                    |
|---|--------------------|
| <b>SIGNATURE:</b>   | /Christina Madrin/ |
| <b>DATE SIGNED:</b>   | 01/30/2020         |
| <b>Total Attachments: 7</b><br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page1.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page2.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page3.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page4.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page5.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page6.tif<br>source=48474973_v 1_WFGC_Trividia - Supplemental Trademark to Third Amended and Restated Credit Agreement (2020)#page7.tif |                    |

## SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of January 2020, by and among the Grantors listed on the signature pages hereof (each a "Grantor" and collectively, "Grantors"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of January 30, 2020 (as amended, modified, supplemented, renewed, refinanced, restructured, restated or replaced from time to time, the "Credit Agreement"), by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, a "Lender"), Wells Fargo, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent"), Wells Fargo, as sole lead arranger and sole book runner, the Grantors and certain of their Affiliates and/or Subsidiaries, the Lender Group has agreed to make certain financial accommodations available to Trividia Health, Inc., a Delaware corporation ("Trividia") and together with those additional Persons that are parties to the Credit Agreement as a borrower, each a "Borrower" and collectively, the "Borrowers"), from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Third Amended and Restated Guaranty and Security Agreement, dated as of January 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANTS OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

8. AFFIRMATION OF TRADEMARK SECURITY AGREEMENT. By executing this Trademark Security Agreement, each Grantor hereby acknowledges, consents and agrees that the Trademark Security Agreement (the "Existing Agreement") delivered to Agent in connection with the Existing Guaranty and Security Agreement and the Existing Loan Agreement shall remain in full force and effect, and that the execution and delivery of this Trademark Security Agreement shall serve to supplement the Existing Agreement and shall not alter, amend, reduce or modify each Grantor's obligations under the Existing Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

TRIVIDIA HEALTH, INC.

By: 

Name: Dean G. Sorrentino

Title: Chief Financial Officer

Accepted and agreed to as of the date  
first above written:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

TRIVIDIA HEALTH, INC.

By: \_\_\_\_\_  
Name: Dean G. Sorrentino  
Title: Chief Financial Officer





Accepted and agreed to as of the date  
first above written:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Agent

By: Keith Gregson  
Name: Keith Gregson  
Title: Authorized Signatory

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

| <b>Grantor</b>          | <b>Country</b> | <b>Mark</b>   | <b>Application/<br/>Registration No.</b> | <b>Application/<br/>Registration<br/>Date</b> |
|-------------------------|----------------|---|--|---|
| Trivida Health,<br>Inc. | USA            | TEST BUDDY  | U.S.S.N.<br>88/138,694                   | 10/1/2018                                     |
| Trivida Health,<br>Inc. | USA            |    | U.S.S.N.<br>88/581,945                   | 8/16/2019                                     |
| Trivida Health,<br>Inc. | USA            | HEALTHY TRACKS<br>FOR PETS  | U.S.S.N.<br>88/138,702                   | 10/1/2018                                     |
| Trivida Health,<br>Inc. | USA            |   | S.N. 88/540,526                          | 7/26/2019                                     |
| Trivida Health,<br>Inc. | USA            | MY-TECH   | S.N. 88/217,873                          | 12/5/2018                                     |
| Trivida Health,<br>Inc. | USA            |  | S.N. 88/248,619                          | 1/3/2019                                      |
| Trivida Health,<br>Inc. | USA            | TRUE A-G SCAN   | S.N. 88/404,235                          | 4/26/2019                                     |
| Trivida Health,<br>Inc. | USA            |  | S.N. 88/404,242                          | 4/26/2019                                     |
| Trivida Health,<br>Inc. | USA            | MEET LANCE  | S.N. 88/491,637                          | 6/27/2019                                     |

**Trade Names**



Common Law Trademarks

Trademarks Not Currently In Use Trademark

Licenses

*ACTIVE 48317653v2*