

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576889

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE STAYWELL COMPANY, LLC		05/07/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	200 Vesey Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 66

Property Type	Number	Word Mark
Registration Number:	3091266	FASTGUIDES
Registration Number:	1637931	HEALTHPATH
Registration Number:	2558603	KRAMES
Registration Number:	3174746	STAYWELL SOLUTIONS
Registration Number:	3104647	STAYWELL SOLUTIONS
Registration Number:	3104648	STAYWELL SOLUTIONS
Registration Number:	3121420	STAYWELL SOLUTIONS
Registration Number:	2683056	EAT FOR THE HEALTH OF IT
Registration Number:	3426519	EXIT-WRITER
Registration Number:	3258042	HEALTHGUIDE
Registration Number:	2049135	HEALTHPATH
Registration Number:	2069398	HEALTHSTEP
Registration Number:	1889656	HEALTHSTEP
Registration Number:	2781806	INFORMATION PRESCRIPTION
Registration Number:	2659107	JUST A MINUTE
Registration Number:	3773017	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3773018	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3773019	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3773020	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHH
Registration Number:	3854587	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH
Registration Number:	3871408	KRAMES GO-TO-GUIDES
Registration Number:	3769209	KRAMES GO-TO-GUIDES MULTIMEDIA SELF-CARE
Registration Number:	3992500	KRAMES HEALTHY CONNECTIONS
Registration Number:	3320520	KRAMES INFORMATION THERAPY
Registration Number:	2335587	KRAMES ON-DEMAND
Registration Number:	3961045	KRAMES ONLINE
Registration Number:	3911893	KRAMES PATIENT CONSENT
Registration Number:	3961053	KRAMES PATIENT EDUCATION
Registration Number:	3895184	KRAMES WEBCONNECT
Registration Number:	2651880	MOVE TO IMPROVE
Registration Number:	2769349	NEXTSTEPS
Registration Number:	3958892	REACH YOUR PEAK
Registration Number:	3330716	RECORD WRITER
Registration Number:	3768613	STAYWELL CHOICE
Registration Number:	2366379	STAYWELL ONLINE
Registration Number:	2651879	STEP IT UP!
Registration Number:	3811571	TIME OUT FOR HEALTH
Registration Number:	2729335	WIRED.MD
Registration Number:	3909092	WRAPPING UP WELLNESS
Registration Number:	1189585	STAYWELL
Registration Number:	4130629	STAYWELL
Registration Number:	2595108	ABOUT YOUR HEALTH
Registration Number:	1841833	BEST OF HEALTH
Registration Number:	2407558	GROWING UP HEALTHY
Registration Number:	1770040	HEALTH & YOU
Registration Number:	2596207	HEALTH BRIEFS
Registration Number:	2323645	HEALTH ON TARGET
Registration Number:	2662938	HEALTHY DECISIONS
Registration Number:	2026103	HEALTHY NOW
Registration Number:	2281820	IN TOUCH WITH HEALTH
Registration Number:	2497456	MAKE HEALTH HAPPEN
Registration Number:	2299105	REGARDING CHILDREN
Registration Number:	2346685	REGARDING HEALTH
Registration Number:	2766276	REGARDING HEALTH OUTBOUND
Registration Number:	2363966	REGARDING WOMEN & HEALTHCARE
Registration Number:	2532518	WEBVERSION COMPANION

Property Type	Number	Word Mark
Registration Number:	5519959	STAYWELL IQ
Registration Number:	5737920	STAYWELL
Registration Number:	5738043	ILLUMINATING THE PATH TO BETTER HEALTH
Registration Number:	5754979	PROVATA
Registration Number:	5708096	P PROVATA
Registration Number:	5581281	STAYWELL DIGIREACH
Registration Number:	4944195	LEARN IDENTIFY ACT
Registration Number:	4817640	HEALTHY TEAM HEALTHY U
Serial Number:	88420710	MY STAYWELL
Serial Number:	88704194	STAYWELL

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: 05/18/2020

Total Attachments: 7

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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 May 7, 2020, is made by the undersigned (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 II”), 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. Any signature to this agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this agreement. Each party represents and warrants to the other party that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

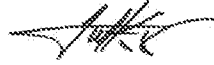
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

THE STAYWELL COMPANY, LLC,
as the Grantor

DocuSigned by:
By: Blake De Simone
Name: Blake De Simone
Title: CFO

ROYAL BANK OF CANADA,
as the Collateral Agent




By: _____
Name: Rodica Dutka
Title: Manager, Agency

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
FASTGUIDES	Registered	78/442,935	6/29/2004	3,091,266	5/9/2006
HEALTHPATH	Registered	74/033,059	2/27/1990	1,637,931	3/12/1991
KRAMES	Registered	76/243,518	4/19/2001	2,558,603	4/9/2002
STAYWELL SOLUTIONS	Registered	78/284,111	8/6/2003	3,174,746	11/21/2006
STAYWELL SOLUTIONS	Registered	78/284,118	8/6/2003	3,104,647	6/13/2006
STAYWELL SOLUTIONS	Registered	78/284,123	8/6/2003	3,104,648	6/13/2006
STAYWELL SOLUTIONS	Registered	78/284,094	8/6/2003	3,121,420	7/25/2006
EAT FOR THE HEALTH OF IT	Registered	76/359,831	1/17/2002	2,683,056	2/4/2003
EXIT-WRITER	Registered	77/271,701	9/5/2007	3,426,519	5/13/2008
HEALTHGUIDE	Registered	78/820,824	2/22/2006	3,258,042	7/3/2007
HEALTHPATH	Registered	75/104,234	5/14/1996	2,049,135	4/1/1997
HEALTHSTEP	Registered	75/104,235	5/14/1996	2,069,398	6/10/1997
HEALTHSTEP	Registered	74/424,472	8/16/1993	1,889,656	4/18/1995
INFORMATION PRESCRIPTION	Registered	78/064,041	5/16/2001	2,781,806	11/11/2003
JUST A MINUTE	Registered	76/359,832	1/17/2002	2,659,107	12/10/2002
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH ASTHMA	Registered	77/649,084	1/14/2009	3,773,017	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH COPD	Registered	77/649,092	1/14/2009	3,773,018	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH HEART DISEASE	Registered	77/649,100	1/14/2009	3,773,019	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH HEART FAILURE	Registered	77/649,105	1/14/2009	3,773,020	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH TYPE 2 DIABETES	Registered	77/742,855	5/22/2009	3,854,587	9/28/2010

KRAMES GO-TO-GUIDES	Registered	77/842,700	10/6/2009	3,871,408	11/2/2010
KRAMES GO-TO-GUIDES MULTIMEDIA SELF-CARE WORKBOOKS	Registered	77/742,848	5/22/2009	3,769,209	3/30/2010
KRAMES HEALTHY CONNECTIONS	Registered	85/105,314	8/11/2010	3,992,500	7/12/2011
KRAMES INFORMATION THERAPY	Registered	78/728,119	10/6/2005	3,320,520	10/23/2007
KRAMES ON-DEMAND	Registered	75/673,932	4/5/1999	2,335,587	3/28/2000
KRAMES ONLINE	Registered	85/091,754	7/23/2010	3,961,045	5/17/2011
KRAMES PATIENT CONSENT	Registered	77/808,761	8/20/2009	3,911,893	1/25/2011
KRAMES PATIENT EDUCATION	Registered	85/095,056	7/28/2010	3,961,053	5/17/2011
KRAMES WEBCONNECT	Registered	77/869,898	11/11/2009	3,895,184	12/21/2010
MOVE TO IMPROVE	Registered	76/359,748	1/17/2002	2,651,880	11/19/2002
NEXTSTEPS	Registered	78/190,766	12/3/2002	2,769,349	9/30/2003
REACH YOUR PEAK	Registered	77/876,535	11/19/2009	3,958,892	5/10/2011
RECORD WRITER	Registered	78/498,898	10/13/2004	3,330,716	11/6/2007
STAYWELL CHOICE	Registered	77/598,171	10/22/2008	3,768,613	3/30/2010
STAYWELL ONLINE	Registered	75/779,700	8/20/1999	2,366,379	7/11/2000
STEP IT UP!	Registered	76/359,726	1/17/2002	2,651,879	11/19/2002
TIME OUT FOR HEALTH	Registered	77/572,363	9/17/2008	3,811,571	6/29/2010
WIRED.MD	Registered	78/159,426	8/29/2002	2,729,335	6/24/2003
WRAPPING UP WELLNESS	Registered	77/869,902	11/11/2009	3,909,092	1/18/2011
STAYWELL	Registered	73/265,438	6/9/1980	1,189,585	2/9/1982
STAYWELL	Registered	85/254,605	3/1/2011	4,130,629	4/24/2012
ABOUT YOUR HEALTH	Registered	75/878,597	12/22/1999	2,595,108	7/16/2002
BEST OF HEALTH	Registered	74/429,701	8/30/1993	1,841,833	6/28/1994
GROWING UP HEALTHY	Registered	75/329,972	7/24/1997	2,407,558	11/28/2000
HEALTH & YOU	Registered	74/315,659	9/21/1992	1,770,040	5/11/1993

HEALTH BRIEFS	Registered	75/889,989	12/22/1999	2,596,207	7/16/2002
HEALTH ON TARGET	Registered	75/594,083	11/23/1998	2,323,645	2/29/2000
HEALTHY DECISIONS	Registered	76/370,841	2/13/2002	2,662,938	12/17/2002
HEALTHY NOW	Registered	74/695,663	6/29/1995	2,026,103	12/24/1996
IN TOUCH WITH HEALTH	Inactive	75/594,082	11/23/1998	2,281,820	9/28/1999
MAKE HEALTH HAPPEN	Registered	75/594,079	11/23/1998	2,497,456	10/16/2001
REGARDING CHILDREN	Inactive	75/594,081	11/23/1998	2,299,105	12/7/1999
REGARDING HEALTH	Registered	75/574,396	10/21/1998	2,346,685	5/2/2000
REGARDING HEALTH OUTBOUND	Registered	76/371,356	2/15/2002	2,766,276	9/23/2003
REGARDING WOMEN & HEALTHCARE	Registered	75/594,084	11/23/1998	2,363,966	7/4/2000
WEBVERSION COMPANION	Registered	75/606,669	12/16/1998	2,532,518	1/22/2002
STAYWELL IQ	Registered	86/802,028	10/28/2015	5,519,959	7/17/2018
STAYWELL & Design	Registered	87/875,938	4/13/2018	5,737,920	4/30/2019
ILLUMINATING THE PATH TO BETTER HEALTH	Registered	87/935,403	5/24/2018	5,738,043	4/30/2019
PROVATA	Registered	87/941,994	5/30/2018	5,754,979	5/21/2019
P PROVATA & Design	Registered	87/941,999	5/30/2018	5,708,096	3/26/2019
MY STAYWELL	Pending	88/420,710	5/8/2019		
STAYWELL DIGIREACH	Registered	87/065,564	6/9/2016	5,581,281	10/9/2018
LEARN IDENTIFY ACT	Registered	86/553,144	3/4/2015	4,944,195	4/26/2016
HEALTHY TEAM HEALTHY U	Registered	86/540,220	2/19/2015	4,817,640	9/22/2015
 STAYWELL	Pending	88/704,194	11/23/2019		