

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTHX, INC.		12/21/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC, as collateral agent		
Street Address:	200 West Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2290212	HEALTHX	
Registration Number:	4920593	HEALTHX	
Registration Number:	5702782	HEALTHX	
Registration Number:	5916045	HX	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	055771-0027		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/23/2020		

OP \$115.00 2290212

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 21, 2020 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of GOLDMAN SACHS PRIVATE MIDDLE MARKET CREDIT II LLC (“**Goldman**”), as collateral agent acting for the benefit of the Secured Parties (in such capacity, “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 21, 2020 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among (i) Zodiac Intermediate II, LLC, a Delaware limited liability company, as Holdings, (ii) Zodiac Intermediate, LLC, a Delaware limited liability company, as the Borrower, (iii) the Subsidiaries of the Borrower signatory thereto as guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, (iv) the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), (v) Goldman, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “**Administrative Agent**” and together with the Collateral Agent, collectively, the “**Agents**” and each an “**Agent**”) and (vi) the Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered the Security Pledge Agreement, dated as of December 21, 2020, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Pledge Agreement**”);

WHEREAS, pursuant to the Security Pledge Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, pledges and collaterally assigns a security interest in all of such Grantor’s right, title and interest in, to and under all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto, together with all common-law rights related thereto, the right to obtain all renewals thereof, all income, royalties, damages and payments now and hereafter due or payable under and with respect to any of the foregoing, including payments under all licenses entered into in connection

therewith and damages and payments for past, present or future infringements or dilutions thereof, the goodwill of such Grantor's business symbolized by the foregoing or connected therewith, and all of such Grantor's rights corresponding to any of the foregoing throughout the world (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that the Trademark Collateral shall not include any "intent-to-use" application for a Trademark registration prior to the filing of a "statement of use" or an "amendment to allege use" with respect thereto, to the extent, if any, and solely during the period, if any, in which the grant of security interest therein would imperil the validity or enforceability of any registration issuing from such intent-to-use application under applicable Federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by each 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 Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge 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 Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEALTHX, INC.

By: Barry Belfer
Name: Barry Belfer
Title: Chief Financial Officer

ZIPARI, INC.

By: Barry Belfer
Name: Barry Belfer
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007195 FRAME: 0070**

**GOLDMAN SACHS PRIVATE MIDDLE
MARKET CREDIT II LLC,**
as Collateral Agent



By: _____

Name: Brendan McGovern




Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007195 FRAME: 0071**

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date	Grantor
HEALTHX	36	75557144 21-SEP-1998	2290212 02-NOV-1999	HealthX, Inc.
HEALTHX	9, 35, 42	86477751 11-DEC-2014	4920593 22-MAR-2016	HealthX, Inc.
HEALTHX 	9, 35, 42	88068009 07-AUG-2018	5702782 19-MAR-2019	HealthX, Inc.
HX 	9, 35, 42	88068255 07-AUG-2018	5916045 19-NOV-2019	HealthX, Inc.
CX ENGAGEMENT HUB	42	90174351 11-SEP-2020		Zipari, Inc.
DISRUPTING HEALTHCARE BY INTRODUCING CONSUMER-CENTRIC SOLUTIONS	42	86708510 29-JUL-2015	4967825 31-MAY-2016	Zipari, Inc.
ZIPARI	42	86708500 29-JUL-2015	4967824 31-MAY-2016	Zipari, Inc.
ZIPARI 	42	90039322 07-JUL-2020		Zipari, Inc.
ZIPARI CX	42	86708545 29-JUL-2015	4967826 31-MAY-2016	Zipari, Inc.