

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bright Health Group, Inc.		03/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5845782	BRIGHT HEALTH	
Registration Number:	5845781	BRIGHT HEALTH	
Registration Number:	5466138	ASSOCIATES MD	
Serial Number:	88953486	DOCSQUAD	
Serial Number:	90109083	PHYSICIANS PLUS	
Serial Number:	90320103	NEUEHEALTH	
Serial Number:	90321120	NEUEHEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1335764 TM		
NAME OF SUBMITTER:	Jonathan Fuste		
SIGNATURE:	/Jonathan Fuste/		

OP \$190.00 5845782

DATE SIGNED:	03/03/2021
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of March 1, 2021 (this "Agreement"), among Bright Health Group, Inc. (the "Company"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of March 1, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Lenders from time to time party thereto and JPMCB, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of March 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (other than any of the foregoing constituting Excluded Assets), and all extensions or renewals thereof, including those listed on Schedule II; and
- (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each 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.

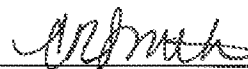
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Agreement may be delivered by 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.

[Signature Pages Follow]

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

BRIGHT HEALTH GROUP, INC.,

by



Name: Cathy Smith

Title: Executive Vice President and
Chief Financial Officer and
Chief Administrative Officer

BRIGHT HEALTH SERVICES, INC.,

by



Name: Cathy Smith

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007208 FRAME: 0875

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By 

Name: Dawn Lee Lum
Title: Executive Director

SCHEDULE I

Trademarks/Trade Names Owned by Bright Health Group, Inc.

Registered Owner	Mark	Serial/Registration Number
Bright Health Group, Inc.	BRIGHT HEALTH	86825523 / 5845782
Bright Health Group, Inc.	BRIGHT HEALTH	86825510 / 5845781
Bright Health Group, Inc.	DOCSQUAD	88953486 ¹
Bright Health Group, Inc.	PHYSICIANS PLUS	90109083 ²
Bright Health Group, Inc.	NEUEHEALTH	90320103 ³
Bright Health Group, Inc.	NEUEHEALTHCARE	90321120 ⁴

¹ This is an intent-to-use trademark application and not included in the Collateral until a statement of use is filed.

² This is an intent-to-use trademark application and not included in the Collateral until a statement of use is filed.

³ This is an intent-to-use trademark application and not included in the Collateral until a statement of use is filed.

⁴ This is an intent-to-use-trademark application and not included in the Collateral until a statement of use is filed.

Trademarks/Trade Names Owned by Bright Health Services, Inc.

Registered Owner	Mark	Serial/ Registration Number
Bright Health Services, Inc.	ASSOCIATESMD (and design)	87464481 / 5466138

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