

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637167

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
RESUBMIT DOCUMENT ID:	900592670		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Employer Health Innovation Roundtable, LLC		01/22/2021	Limited Liability Company: MINNESOTA
RECEIVING PARTY DATA			
Name:	Barings Finance LLC		
Street Address:	300 South Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6121748	EHIR	
Registration Number:	6121749	EHIR	
Registration Number:	6121750	HPIR	
Registration Number:	6121751	HPIR	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Wesley C. Moore, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	NEW YORK, NEW YORK 10022		
NAME OF SUBMITTER:	Wesley C. Moore		
SIGNATURE:	/Wesley C. Moore/		
DATE SIGNED:	04/06/2021		
Total Attachments: 7			

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of January 22, 2021, (the “Trademark Security Agreement”) by EMPLOYER HEALTH INNOVATION ROUNDTABLE, LLC (the “Grantor”), in favor of BARINGS FINANCE LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of January 10, 2020 (as amended by the First Amendment, dated as of September 22, 2020, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), W50 HOLDINGS, LLC, a Delaware limited liability company, WORLD 50, INC., a Delaware corporation, the other Guarantors party thereto from time to time and BARINGS FINANCE LLC, as Administrative Agent and Swing Line Lender, and each lender from time to time party thereto.

WHEREAS, the Grantor is party to a Security Agreement dated as of January 10, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

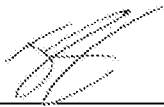
[Signature pages follow]

**EMPLOYER HEALTH
INNOVATION ROUNDTABLE,
LLC**

By: Michael Laquere
Name: Michael Laquere
Title: Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

BARINGS FINANCE LLC, as Administrative Agent

By:  _____

Name: Justin Lay
Title: Managing Director

**Schedule I
Trademark Registrations**

OWNER	REGISTRATION NUMBER	TRADEMARK
Employer Health Innovation Roundtable, LLC	6,121,748	EHIR
Employer Health Innovation Roundtable, LLC	6,121,749	E H I R (AND DESIGN)
Employer Health Innovation Roundtable, LLC	6,121,750	HPIR
Employer Health Innovation Roundtable, LLC	6,121,751	HPIR (AND DESIGN)