

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virgin Pulse, Inc.		04/06/2021	Corporation: DELAWARE
Yaro LLC		04/06/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	10 S. Dearborn, Suite 1-1145 (Floor L2)		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5209625	CHANGING LIVES FOR GOOD	
Registration Number:	4725120	ENERGY, FOCUS, DRIVE	
Registration Number:	4725121	ENERGY, FOCUS, DRIVE	
Registration Number:	4725122	ENERGY, FOCUS, DRIVE	
Registration Number:	6246254	HOMEBASE FOR HEALTH	
Registration Number:	6246255	HOMEBASE FOR HEALTH	
Registration Number:	5280599	IGNITE	
Registration Number:	4773553	BE SMARTER. BUY BETTER.	
Registration Number:	5184352	SMART CONCIERGE	
Registration Number:	4777937	Z	
Registration Number:	4777938	ZEST	
Registration Number:	4773520	ZESTHEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

CH \$315.00 5209625

Phone: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: 1475298-0003-S216

NAME OF SUBMITTER: Justine Lu

SIGNATURE: /Justine Lu/

DATE SIGNED: 04/07/2021

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of April 6, 2021 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of April 6, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), by and among, among others, Virgin Pulse, Inc., a Delaware corporation (the "Borrower"), VP Parent Holdings, Inc., a Delaware corporation ("Holdings"), Red Midco LLC, a Delaware limited liability company ("Intermediate Holdings"), Red IntermediateCo LLC, a Delaware limited liability company ("Topco"), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien (subject to Permitted Liens and the terms of the First Lien/Second Lien Intercreditor Agreement) on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the "Trademark Collateral") to secure the Secured Obligations: all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

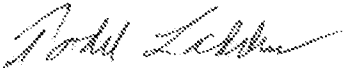
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

VIRGIN PULSE, INC., a Delaware corporation

By: 
Name: Todd Laddusaw
Title: Chief Financial Officer and Treasurer

YARO LLC, a Delaware limited liability company

By: 
Name: Todd Laddusaw
Title: Treasurer

Accepted and Agreed:

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

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

VIRGIN PULSE, INC., a Delaware corporation


By: _____
Name: Todd Laddusaw
Title: Chief Financial Officer and Treasurer

YARO LLC, a Delaware limited liability company

By: _____
Name: Todd Laddusaw
Title: Treasurer

Accepted and Agreed:

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

By:  _____
Name: Kathryn Cotter
Title: Authorized Officer

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations

Trademark	Application Number	Registration Number	Filing Date	Registration Date	Status	International Class	Owner
CHANGING LIVES FOR GOOD	86057685	5209625	09/06/2013	05/23/2017	Registered	42 (Scientific and technological services)	Virgin Pulse, Inc.
ENERGY, FOCUS, DRIVE	86210460	4725120	03/04/2014	04/21/2015	Registered	35 (Advertising and business services)	Virgin Pulse, Inc.
ENERGY, FOCUS, DRIVE	86210482	4725121	03/04/2014	04/21/2015	Registered	44 (Medical, veterinary, agricultural and forestry services)	Virgin Pulse, Inc.
ENERGY, FOCUS, DRIVE	86210485	4725122	03/04/2014	04/21/2015	Registered	41 (Education and entertainment services)	Virgin Pulse, Inc.
HOMEBASE FOR HEALTH	88388776	6246254	04/16/2019	01/12/2021	Registered	42 (Scientific and technological services)	Virgin Pulse, Inc.
HOMEBASE FOR HEALTH	88388780	6246255	04/16/2019	01/12/2021	Registered	44 (Medical, veterinary, agricultural and forestry services)	Virgin Pulse, Inc.
IGNITE	87327124	5280599	02/07/2017	09/05/2017	Registered	42 (Scientific and technological services)	Virgin Pulse, Inc.
BE SMARTER. BUY BETTER.	86104229	4773553	10/29/2013	07/14/2015	Registered	35 (Advertising and business services) 36 (Insurance and financial services) 44 (Medical, veterinary, agricultural and forestry services)	Yaro LLC
SMART	86796149	5184352	10/22/2015	04/18/2017	Registered	9 (Electrical)	Yaro

Trademark	Application Number	Registration Number	Filing Date	Registration Date	Status	International Class	Owner
CONCIERGE						and scientific apparatus)	LLC
Z	86091072	4777937	10/14/2013	07/21/2015	Registered	35 (Advertising and business services) 36 (Insurance and financial services) 44 (Medical, veterinary, agricultural and forestry services)	Yaro LLC
ZEST	86091081	4777938	10/14/2013	07/21/2015	Registered	35 (Advertising and business services) 36 (Insurance and financial services) 44 (Medical, veterinary, agricultural and forestry services)	Yaro LLC
ZESTHEALTH	86091076	4773520	10/14/2013	07/14/2015	Registered	35 (Advertising and business services) 36 (Insurance and financial services) 44 (Medical, veterinary, agricultural and forestry services)	Yaro LLC

United States Trademark Applications

None.