

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647482

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900608487

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EVERLY WELL, INC.		04/09/2021	Corporation: DELAWARE
PWNHEALTH, LLC		04/09/2021	Limited Liability Company: DELAWARE
PWNHEALTH CHICAGO LLC		04/09/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CRG SERVICING LLC, as Administrative Agent
Street Address:	1000 MAIN STREET, SUITE 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	86816874	PWNHEALTH
Serial Number:	90083870	
Serial Number:	90083865	PWNHEALTH
Registration Number:	5808776	LAB TEST AT HOME
Registration Number:	3979749	MAIL-IN LAB TEST
Registration Number:	4103266	LAB TEST AT HOME
Registration Number:	4601693	MY LAB TEST
Registration Number:	2044512	HOME ACCESS
Serial Number:	90563953	EVERLY HEALTH
Serial Number:	90563952	EVERLY
Registration Number:	5817897	EVERLYWELL
Registration Number:	5817893	EVERLYWELL
Registration Number:	5817009	YOUR TESTS. YOUR TIME. YOUR TERMS.
Registration Number:	5112454	EVERLY WELL

CORRESPONDENCE DATA**Fax Number:** 4156932222*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:** 4156932000**Email:** crhem@cooley.com**Correspondent Name:** Cooley LLP**Address Line 1:** 101 California Street, 5th Floor**Address Line 4:** San Francisco, CALIFORNIA 94111**ATTORNEY DOCKET NUMBER:** 321831-157**NAME OF SUBMITTER:** C. Rhem**SIGNATURE:** /CR/**DATE SIGNED:** 05/17/2021**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

April 9, 2021

WHEREAS, each of EVERLY WELL, INC., a Delaware corporation, PWNHEALTH, LLC, a Delaware limited liability company, and PWNHEALTH CHICAGO LLC, a Delaware limited liability company (each, a “*Grantor*”), is a party to that certain Security Agreement, dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among each Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which each Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including without limitation the trademarks and trademark applications listed on the **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of such Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any “intent to use” trademark applications filed with the United States Patent and Trademark Office for which a statement of use has not been filed (but only until such statement of use is filed)).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

EVERLY WELL, INC., as Grantor

By:  _____
Name: Julia Cheek
Title: Chief Executive Officer

PWNHEALTH, LLC, as Grantor

By:  _____
Name: Julia Cheek
Title: Chief Executive Officer

PWNHEALTH CHICAGO LLC, as Grantor

DocuSigned by:
By: *Julia Cheek*
Name: Julia Cheek
Title: Chief Executive Officer

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
PWN Health, LLC		86816874	11/11/2015	4997067	07/12/2016
PWNHealth, LLC		90083870	07/30/2020	-	-
PWNHealth, LLC	PWNHEALTH	90083865	07/30/2020	-	-
PWNHealth Chicago LLC	LAB TEST AT HOME	88097287	08/29/2018	5808776	07/16/2019
PWNHealth Chicago LLC	MAIL-IN LAB TEST	85071052	06/24/2010	3979749	06/14/2011
PWNHealth Chicago LLC	LAB TEST AT HOME	85058551	06/09/2010	4103266	02/21/2012
PWNHealth Chicago LLC	MY LAB TEST	85058529	06/09/2010	4601693	09/09/2014
PWNHealth Chicago LLC	HOME ACCESS	74631058	01/06/1995	2044512	03/11/1997
Everly Well, Inc.	EVERLY HEALTH	90563953	03/06/2021	-	-
Everly Well, Inc.	EVERLY	90563952	03/06/2021	-	-
Everly Well, Inc.	EVERLYWELL & Design	88050673	07/24/2018	5817897	07/30/2019
Everly Well, Inc.	EVERLYWELL	88050383	07/24/2018	5817893	07/30/2019
Everly Well, Inc.	YOUR TESTS. YOUR TIME. YOUR TERMS.	87906511	05/03/2018	5817009	07/30/2019
Everly Well, Inc.	EVERLY WELL	86919885	02/25/2016	5112454	01/03/2017