

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		05/18/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EVERYDAY HEALTH, INC.		
Street Address:	345 Hudson Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3892193	EVERYDAY HEALTH	
Registration Number:	4158204	EVERYDAY HEALTH	
Registration Number:	4158088	EVERYDAY HEALTH	
Registration Number:	2892281	HEALTHTALK	
Registration Number:	2754896	HEALTHTALK	
Registration Number:	2605574	CAREPAGES	
CORRESPONDENCE DATA			
Fax Number:	2122919868		
<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:	2125584229		
Email:	demarcor@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Raffaele A. DeMarco		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	017197.00044 (RAD)		
NAME OF SUBMITTER:	Raffaele A. DeMarco		
SIGNATURE:	/Raffaele A. DeMarco/		
DATE SIGNED:	05/19/2021		

OP \$165.00 3892193

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release"), dated as of May 18, 2021 (the "Effective Date"), is made by Silicon Valley Bank, in its capacity as Administrative Agent (the "Administrative Agent"), in favor of Everyday Health Inc. and certain other parties (the "Grantors"). All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Loan Agreement, the Subordinated Loan Agreement, the First Intellectual Property Security Agreement or the Second Intellectual Property Security Agreement, as applicable.

WHEREAS, pursuant to that Loan and Security Agreement, dated as of September 22, 2010, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified prior to the Effective Date, the "Loan Agreement"), the Grantor granted to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Loan Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of October 22, 2012, (the "First Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 23, 2012, at Reel/Frame 4886/0930;

WHEREAS, pursuant to that certain Subordinated Loan and Security Agreement, dated as of October 22, 2012, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified prior to the Effective Date, the "Subordinated Loan Agreement"), the Grantor granted to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Subordinated Loan Agreement, the Grantor executed and delivered an Intellectual Property Security Agreement, dated as of October 22, 2012, (the "Second Intellectual Property Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Second Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2012, at Reel/Frame 004887/0956;

WHEREAS, the Administrative Agent and the Grantor and certain other parties entered into a Termination Agreement, dated March 6, 2014 (the "First Termination Agreement"), pursuant to which the Administrative Agent (i) authorized the Grantors to file certain documents evidencing the release of the Loan Agreement and (ii) agrees to execute other documentation evidencing the release and/or termination of the Loan Agreement;

WHEREAS, the Administrative Agent and the Grantor and certain other parties entered into a Termination Agreement, dated March 6, 2014 (the "Second Termination Agreement"), pursuant to which the Administrative Agent (i) authorized the Grantors to file certain documents evidencing the release of the Subordinated Loan Agreement and (ii) agrees to execute other documentation evidencing the release and/or termination of the Subordinated Loan Agreement; and

WHEREAS, the Administrative Agent executed and filed with the state of Delaware (1) on December 5, 2016, a UCC Financing Statement evidencing the termination of the Loan Agreement and (2) on December 5, 2016, a UCC Financing Statement evidencing the termination of the Subordinated

Loan Agreement (collectively, the “UCC Releases”);

WHEREAS, in accordance with the terms set forth in the Loan Agreement and the Subordinated Loan Agreement and pursuant to the First Termination Agreement, the Second Termination Agreement and the UCC Releases, the Administrative Agent now desires to terminate and release the entirety of its security interests in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and trademark applications set forth on Schedule A attached hereto, arising under the Loan Agreement and the First Intellectual Property Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademarks under the Loan Agreement or the First Intellectual Property Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Collateral, including the trademark registrations and trademark applications set forth on Schedule A attached hereto and the Copyright registration set forth on Schedule B attached hereto, arising under the Subordinated Loan Agreement and the Second Intellectual Property Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademarks under the Subordinated Loan Agreement or the Second Intellectual Property Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Administrative Agent, without representation or warranty of any kind, hereby terminates and cancels the First Intellectual Property Security Agreement and the Second Intellectual Property Agreement.

4. Further Assurances. The Administrative Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Silicon Valley Bank, acting in
its capacity as Administrative Agent**

By: 
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Name: Sameer Paul

Title: Vice President

[Signature Page to Release of Security Interest in Intellectual Property]

SCHEDULE A

Mark	Status	Ser. No.	File Date	Reg. No.	Reg. Date	Int'l Class(es)	Record Owner
EVERYDAY HEALTH	Registered	77882577	30-Nov-09	3892193	21-Dec-10	9, 16, 35, 41, 44, 45	Everyday Health, Inc.
EVERYDAY HEALTH		77894612	16-Dec-09	4158204	12-Jun-12	16	Everyday Health, Inc.
EVERYDAY HEALTH & Design	Registered	77566508	10-Sep-08	4158088	12-Jun-12	16	Everyday Health, Inc.
HEALTHTALK	Registered	76286840	18-Jul-01	2892281	12-Oct-04	9, 35, 42	Everyday Health, Inc.

Mark	Status	Ser. No.	File Date	Reg. No.	Reg. Date	Int'l Class(es)	Record Owner
HEALTHTALK	Registered	76106965	10-Aug-00	2754896	26-Aug-03	38, 41	Everyday Health, Inc.
CAREPAGES	Registered	76094779	24-Jul-00	2605574	6-Aug-02	38, 42	Everyday Health, Inc.

Everyday Health, Inc.; Reg. TX7359722.

SCHEDULE B