

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare, Inc.		05/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Axis Specialty Limited		
Street Address:	1211 6th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Company: BERMUDA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3621233	HEALTHCARE.COM	
Registration Number:	3868817	HEALTHCARE.COM	
Registration Number:	3588062	SEARCH FOR YOUR HEALTH	
Registration Number:	3660467	HEALTHCARE.COM HEALTHCARE MADE SIMPLE	
Registration Number:	3685370	HEALTHCARE.COM HEALTHCARE MADE SIMPLE	
Registration Number:	4887724	HEALTHCARE.NET	
Registration Number:	5735216	BRIDGE TO MEDICARE	
Registration Number:	5735350	BRILLIANT DENTAL	
Registration Number:	4802526	HEALTHCARE.ORG	
Registration Number:	5331703	MEDICAREGUIDE.COM	
CORRESPONDENCE DATA			
Fax Number:	4044595734		
<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:	404-459-0050		
Email:	bhipdocket@bakerlaw.com, carena@bakerlaw.com, jdale@bakerlaw.com		
Correspondent Name:	Christopher M. Arena		
Address Line 1:	1170 Peachtree Street, Suite 2400		
Address Line 4:	Atlanta, GEORGIA 30309-7676		

CH \$265.00 3621233

ATTORNEY DOCKET NUMBER:	098879.000012
NAME OF SUBMITTER:	Judy Dale-Paralegal
SIGNATURE:	/Judy Dale/
DATE SIGNED:	06/02/2021
Total Attachments: 4 source=Axis - Trademark Security Agreement#page1.tif source=Axis - Trademark Security Agreement#page2.tif source=Axis - Trademark Security Agreement#page3.tif source=Axis - Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2021 made by HEALTHCARE, INC., a Delaware corporation (“Grantor”), having its chief executive office at 3401 N. Miami Ave #205, Miami, FL 33127, in favor of AXIS SPECIALTY LIMITED, a Bermuda company, as collateral agent (together with its successors in such capacity, “Grantee”), with offices at 1211 6th Avenue, New York, NY 10036.

WHEREAS, Grantor is party to a Security Agreement, dated as of May 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Grantee pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce Grantee to extend credit under the Senior Secured Revolving Line of Credit Promissory Note, dated as of May 18, 2021, by and among Grantor, Grantee, and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the “Note”), Grantor hereby agrees with Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Note.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment and performance in full of the Obligations, Grantor hereby assigns and pledges to Grantee, its successors and assigns, and hereby grants to Grantee, its successors and assigns, a continuing security interest (the “Security Interest”) in, to, or under all of its right, title or interest in or to any and all of the Trademarks (the “Owned Trademarks”), including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, the goodwill of the businesses with which the Owned Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any the Owned Trademarks or unfair competition regarding the same (in each case, other than the Excluded Property).

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Security Agreement, and Grantee and Grantor hereby acknowledge and affirm that the rights and remedies of Grantee with respect to the Security Interest in the Owned Trademarks 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. 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.


SECTION 5. Recordation. Grantor authorizes and requests that the Office of the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

[signature page follows]

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

HEALTHCARE INC.

By: 
Name: José Vargas
Title: President

[Trademark Security Agreement Signature Page]

Accepted and Agreed:

AXIS SPECIALTY LIMITED

By: 

Name: _____

SAMMIE STEEVES

Title: _____

SUP ASST TREASURER

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No</u>
HEALTHCARE.COM	March 12, 2009	3621233
HEALTHCARE.COM	October 26, 2010	3868817
SEARCH FOR YOUR HEALTH	March 10, 2009	3588062
HEALTHCARE.COM HEALTHCARE MADE SIMPLE	July 28, 2009	3660467
HEALTHCARE.COM HEALTHCARE MADE SIMPLE	September 22, 2009	3685370
HEALTHCARE.NET	January 19, 2016	4887724
BRIDGE TO MEDICARE	April 23, 2019	5735216
BRILLIANT DENTAL	April 23, 2019	5735350
HEALTHCARE.ORG	September 1, 2015	4802526
MEDICAREGUIDE.COM	November 7, 2017	5331703

U.S. Trademark Applications

<u>Mark</u>	<u>App. Date</u>	<u>App. No</u>
None.		