

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SIGNIFY HEALTH, LLC		06/22/2021	Limited Liability Company: DELAWARE
CENSEO HEALTH LLC		06/22/2021	Limited Liability Company: DELAWARE
PATIENTBLOX, INC.		06/22/2021	Corporation: DELAWARE
TAVHEALTH, LLC		06/22/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BARCLAYS BANK PLC, AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT
Street Address:	400 JEFFERSON PARK
City:	WHIPPANY
State/Country:	NEW JERSEY
Postal Code:	07981
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6047991	CURABLOX
Registration Number:	5751858	REVBLOX
Registration Number:	5670661	CARE ANYWHERE.
Registration Number:	5410666	CENSEOHOME
Registration Number:	5078399	CENSEOCARERX
Registration Number:	5223544	CENSEOCARECONNECT
Registration Number:	5078398	CENSEOCARECONSULT
Registration Number:	4946957	CENSEOCARECONSULT
Registration Number:	4916461	CENSEOHEALTH
Registration Number:	4916460	CENSEOHEALTH
Serial Number:	88476741	SIGNIFY COMMUNITY
Registration Number:	6043510	SIGNIFY COMPLEX CARE MANAGEMENT
Registration Number:	6097023	SIGNIFY HEALTH
Registration Number:	6097028	SIGNIFYHEALTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6097029	S
Registration Number:	6025145	SIGNIFY HEALTH RISK EVALUATIONS
Registration Number:	6025144	SIGNIFY OFFICE
Registration Number:	5108368	TAVCONNECT

CORRESPONDENCE DATA

Fax Number: 2124552502
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: (212)455-3605
Email: ksolomon@stblaw.com
Correspondent Name: GENEVIEVE DORMENT, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	008330/0464
NAME OF SUBMITTER:	GENEVIEVE DORMENT
SIGNATURE:	/GD/
DATE SIGNED:	06/23/2021

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as grantors on the signature pages hereto (individually, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is a party to a Security Agreement, dated as of June 22, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among each Grantor, the other Grantors party thereto, and the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative 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.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges and grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); *provided*, that the Trademark Collateral shall not include any Excluded Assets:

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds and profits now and hereafter due and/or payable under or with respect to any and all of the foregoing.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing, and acceptance by the USPTO, of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest

therein would impair the validity or enforceability of any such application (or registration that issues therefrom) under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirm that the rights and remedies of the Administrative 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 Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

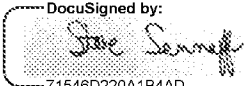
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York State Electronic Signatures and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement.

Each of the parties hereto represents and warrants to the other party/ies that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

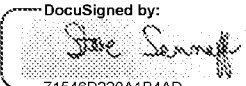
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

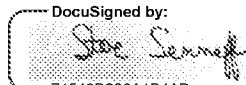
SIGNIFY HEALTH, LLC

By: 
71546D220A1B4AD
Name: Steven Senneff
Title: Chief Financial Officer and President

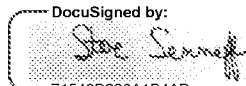
CENSEO HEALTH LLC

By: 
71546D220A1B4AD
Name: Steven Senneff
Title: Chief Financial Officer and President


PATIENTBLOX, INC.

By: 
71546D220A1B4AD
Name: Steven Senneff
Title: Chief Financial Officer and President

TAVHEALTH, LLC

By: 
71546D220A1B4AD
Name: Steven Senneff
Title: Chief Financial Officer and President

BARCLAYS BANK PLC,
as Administrative Agent and Collateral Agent

By: 
Name: Ronnie Glenn
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007334 FRAME: 0767

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
CuraBlox	6047991	5/5/2020	PatientBlox, Inc.
RevBlox	5751858	5/14/2019	PatientBlox, Inc.
CARE ANYWHERE.	86/340512 5670661	7/17/2014 2/5/2019	Censeo Health LLC
CENSEOHOME	5410666	2/27/2018	Censeo Health LLC
CENSEOCARERX	5078399	11/8/2016	Censeo Health LLC
CENSEOCARECONNECT	5223544	6/13/2017	Censeo Health LLC
CENSEOCARECONSULT & DESIGN	5078398	11/8/2016	Censeo Health LLC
CENSEOCARECONSULT	4946957	4/26/2016	Censeo Health LLC
CENSEOHEALTH & DESIGN	4916461	3/15/2016	Censeo Health LLC
CENSEOHEALTH	4916460	3/15/2016	Censeo Health LLC
SIGNIFY COMMUNITY	88/476741	6/17/2019 [Statement of Use to be filed]	Signify Health, LLC
SIGNIFY COMPLEX CARE MANAGEMENT	88/270013 6,043,510	1/21/2019 4/28/2020	Signify Health, LLC
SIGNIFY HEALTH	88/049141 6,097,023	7/23/2018 7/7/2020	Signify Health, LLC
 SIGNIFYHEALTH (& design)	88/058258 6,097,028	7/30/2018 7/7/2020	Signify Health, LLC
 Signify Flame Logo	88/058263 6,097,029	7/30/2018 7/7/2020	Signify Health, LLC
SIGNIFY HEALTH RISK EVALUATIONS	88/269981 6,025,145	1/21/2019 3/31/2020	Signify Health, LLC
SIGNIFY OFFICE	88/269973 6,025,144	1/21/2019 3/31/2020	Signify Health, LLC
TAVCONNECT	5108368	12/27/2016	Triple Aim Ventures, LLC DBA TAVHealth, LLC