

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667910

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BENEFYTT TECHNOLOGIES, INC.		08/12/2021	Corporation: DELAWARE
HEALTH PLAN INTERMEDIARIES HOLDINGS, LLC		08/12/2021	Limited Liability Company: DELAWARE
HEALTHPOCKET, INC.		08/12/2021	Corporation: DELAWARE
TOGETHERHEALTH PAP, LLC		08/12/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 PARK AVENUE, 44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5962135	MYBENEFITSKEEPER
Registration Number:	5587124	HIIQ
Registration Number:	4798077	H HEALTH INSURANCE INNOVATIONS
Registration Number:	4754245	AGILE HEALTHPLANS
Registration Number:	4826442	AGILEHEALTHINSURANCE
Registration Number:	4482673	H
Registration Number:	4430109	MILLIONS OF PEOPLE SAVING BILLIONS OF DO
Registration Number:	6217392	ASEGUMED
Registration Number:	5268145	UNINSURED HELPLINE
Registration Number:	5268144	MEDICARE COVERAGE HELPLINE
Registration Number:	6164941	TOGETHERHEALTH
Serial Number:	90661130	ENGAGEMENT BEYOND ENROLLMENT
Serial Number:	88825970	BENEFYTT
Serial Number:	88825966	HEALTHINSURANCE.COM

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 6175269899*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:** 617.526.9826**Email:** ypan@proskauer.com**Correspondent Name:** William Majeski**Address Line 1:** Proskauer Rose LLP**Address Line 2:** One International Place**Address Line 4:** Boston, MASSACHUSETTS 02110-2600**ATTORNEY DOCKET NUMBER:** 11668-517**NAME OF SUBMITTER:** William Majeski**SIGNATURE:** /William Majeski/**DATE SIGNED:** 08/16/2021**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of August 12, 2021 by BENEFYTT TECHNOLOGIES, INC., a Delaware corporation, HEALTH PLAN INTERMEDIARIES HOLDINGS, LLC, a Delaware limited liability company, HEALTHPOCKET, INC., a Delaware corporation and TOGETHERHEALTH PAP, LLC, a Delaware limited liability company (each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of August 12, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree 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 in Trademark Collateral. Each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, the foregoing;

(d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, the foregoing.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms 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 unless the Administrative Agent and the Grantors shall otherwise determine.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, promptly execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under 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.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow.]

GRANTORS:

BENEFYFI TECHNOLOGIES, INC.

By:  _____

Name: Domenick DiCicco
Title: Acting President

**HEALTH PLAN INTERMEDIARIES HOLDINGS,
LLC**

By:  _____

Name: Domenick DiCicco
Title: Acting President

HEALTHPOCKET, INC.

By:  _____

Name: Domenick DiCicco
Title: Acting President

TOGETHERHEALTH PAF, LLC


By:  _____

Name: Domenick DiCicco
Title: Acting President

[Trademark Security Agreement]

**TRADEMARK
REEL: 007393 FRAME: 0143**

ARES CAPITAL CORPORATION, as Administrative Agent

By: 
Name: Mark Affolter
Title: Authorized Signatory

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND USE APPLICATIONS

Registrations:

Owner	Mark	Reg. No.	Reg. Date
Health Plan Intermediaries Holdings, LLC	MYBENEFITSKEEPER and Design	5962135	01/14/20
Health Plan Intermediaries Holdings, LLC	HIIQ	5587124	10/16/18
Health Plan Intermediaries Holdings, LLC	H HEALTH INSURANCE INNOVATIONS and Design	4798077	08/25/15
Health Plan Intermediaries Holdings, LLC	AGILE HEALTHPLANS	4754245	06/16/15
HealthPocket, Inc.	AGILEHEALTHINSURANCE	4826442	10/06/15
HealthPocket, Inc.	H and Design	4482673	02/11/14
HealthPocket, Inc.	MILLIONS OF PEOPLE SAVING BILLIONS OF DOLLARS	4430109	11/05/13
HealthPocket, Inc.	ASEGUMED	6217392	12/08/20
TOGETHERHEALTH PAP, LLC	UNINSURED HELPLINE	5268145	08/15/17
TOGETHERHEALTH PAP, LLC	MEDICARE COVERAGE HELPLINE	5268144	08/15/17
TOGETHERHEALTH PAP, LLC	TOGETHERHEALTH	6164941	09/29/20

Applications:

Owner	Mark	Appl. No.	Filing Date
Benefytt Technologies, Inc.	ENGAGEMENT BEYOND ENROLLMENT	90661130	04/21/21
Health Plan Intermediaries Holdings, LLC	BENEFYTT and Design	88825970	03/09/2020
Health Plan Intermediaries Holdings, LLC	HEALTHINSURANCE.COM and Design	88825966	03/09/2020