

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM671076

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	First Lien Notice and Confirmation of Grant of Security Interest in Trademarks
<b>RESUBMIT DOCUMENT ID:</b>	900637943
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HH Medical Inc.		08/19/2021	Corporation: DELAWARE
Dutko Worldwide, LLC		08/19/2021	Limited Liability Company: DELAWARE
Medisys Health Communications, LLC		08/19/2021	Limited Liability Company: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	Deutsche Bank AG New York Branch
<b>Street Address:</b>	60 Wall Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10005
<b>Entity Type:</b>	foreign bank: GERMANY

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4306625	MEDEVOKE
<b>Registration Number:</b>	4302811	IMAGINE ALIGNMENT
<b>Registration Number:</b>	3212267	DUTKO
<b>Serial Number:</b>	90563436	APOTHECOM

## CORRESPONDENCE DATA

Fax Number: 2129096836

*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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Miju Damodar, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise &amp; Plimpton LLP

Address Line 4: New York, NEW YORK 10022

TRADEMARK

<b>NAME OF SUBMITTER:</b>	Miju Damodar
<b>SIGNATURE:</b>	/Miju Damodar /
<b>DATE SIGNED:</b>	08/30/2021
<b>Total Attachments: 10</b> source=Resubmission documents#page1.tif source=Resubmission documents#page2.tif source=Resubmission documents#page3.tif source=Resubmission documents#page4.tif source=Resubmission documents#page5.tif source=Resubmission documents#page6.tif source=Resubmission documents#page7.tif source=Resubmission documents#page8.tif source=Resubmission documents#page9.tif source=Resubmission documents#page10.tif	

FIRST LIEN NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS

**NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS** (the "Agreement"), dated as of August 19, 2021, made by each of the parties party hereto (collectively, the "Grantors"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the "Collateral Agent") for the banks and other financial institutions (the "Lenders") that are parties to the First Lien Credit Agreement, dated as of August 19, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Collateral Agent, Huntsworth Holdco 3 Limited, the Borrowers (as defined in the Credit Agreement), the Lenders and JPMorgan Chase Bank, N.A., as administrative agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes each Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a First Lien U.S. Guarantee and Collateral Agreement, dated as of August 19, 2021, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Security Agreement, each Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by such Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

\* \* \*


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


HH MEDICAL INC.

By:   
Name: Andrew Martin Morrow  
Title: Secretary

MEDISYS HEALTH COMMUNICATIONS, LLC

By:   
Name: Andrew Martin Morrow  
Title: Secretary

DUTKO WORLDWIDE, LLC

By:   
Name: Andrew Martin Morrow  
Title: Secretary

DEUTSCHE BANK AG NEW YORK  
BRANCH,  
as Collateral Agent

By:   
Name: Philip Tanorra  
Title: Vice President  
philip.tanorra@db.com  
212-250-6576

By:   
Name: Suzan Onal  
Title: Vice President  
suzan.onal@db.com  
212-250-3174

[Signature Page to Ulysses First Lien Notice and Confirmation of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007401 FRAME: 0165**

SCHEDULE I

Trademark Registrations

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>App./ Reg. No.</u>	<u>Registration Date</u>
HH Medical Inc.	USA	ApotheCom	90563436	Pending
Medisys Health Communications, LLC	USA	MEDEVOKE	4306625	March 19, 2013
Medisys Health Communications, LLC	USA	IMAGINE ALIGNMENT	4302811	March 12, 2013
Dutko Worldwide, LLC	USA	DUTKO	3212267	February 27, 2007