

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM679113

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Remedy Health Group, LLC		09/20/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Collateral Agent		
<b>Street Address:</b>	c/o MidCap Financial Services, LLC, as servicer		
<b>Internal Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1851436	WELLNESS LETTER	
<b>Registration Number:</b>	2044710	THE BODY	
<b>Registration Number:</b>	2054807	THE BODY	
<b>Registration Number:</b>	2440314	HEALTHSQUARE	
<b>Registration Number:</b>	2537101	FOODFIT	
<b>Registration Number:</b>	2582877	FOODFIT.COM	
<b>Registration Number:</b>	2615377	REMEDY	
<b>Registration Number:</b>	2693601	HEALTHSCOUT	
<b>Registration Number:</b>	2818134	DIABETES FOCUS	
<b>Registration Number:</b>	2945931	HEALTHCENTRAL	
<b>Registration Number:</b>	3934244	HEALTHCOMMUNITIES.COM	
<b>Registration Number:</b>	4400687	REMEDY	
<b>Registration Number:</b>	4653086	R	
<b>Registration Number:</b>	4653087	REMEDY'S HEALTHY LIVING	
<b>Registration Number:</b>	4720423	REMEDY HEALTH MEDIA	
<b>Registration Number:</b>	4752535	THE BODY	
<b>Registration Number:</b>	4752537	THE BODY PRO	
<b>Registration Number:</b>	4752538	THE BODY THE COMPLETE HIV/AIDS RESOURCE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4752539	THE BODY PRO THE HIV RESOURCE FOR HEALTH
Registration Number:	4799936	REMEDY+
Registration Number:	4897247	REMEDY HEALTH GUIDES
Registration Number:	4958032	REMEDYMD
Registration Number:	4962229	MY MD&ME
Registration Number:	5256233	MOOD 24/7
Registration Number:	5579720	GO2DR
Registration Number:	3400089	PATIENT POWER
Registration Number:	2688961	MDCHOICE
Serial Number:	97024950	HEALTHCENTRAL

**CORRESPONDENCE DATA**

**Fax Number:** 3129847700

*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:** 312-372-2000

**Email:** ipdocketmwe@mwe.com, jmikulina@mwe.com,  
kdelcoure@mwe.com, ipdocketchicago@mwe.com

**Correspondent Name:** Jennifer M. Mikulina

**Address Line 1:** McDermott Will & Emery LLP

**Address Line 2:** 444 West Lake Street, Suite 4000

**Address Line 4:** Chicago, ILLINOIS 60606-0029

**ATTORNEY DOCKET NUMBER:** 101444-0035

**NAME OF SUBMITTER:** Jennifer M. Mikulina

**SIGNATURE:** /Jennifer M. Mikulina/

**DATE SIGNED:** 10/05/2021

**Total Attachments: 6**

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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 20, 2021 is made by Remedy Health Group, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of MidCap Financial Trust, as the Collateral Agent for the Secured Parties (together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of September 20, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the USPTO.

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

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

Section 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); provided that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset as provided for in the Security Agreement, including 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 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the USPTO.

Section 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file)

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transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement. Section 11.12 of the Credit Agreement is incorporated by reference herein, mutatis mutandis.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

**REMEDY HEALTH GROUP, LLC**

By:   
Name: Nicholas Amgone  
Title: President

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

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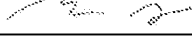
**TRADEMARK  
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Accepted and Agreed:

**MidCap Financial Trust**, as Administrative Agent and Collateral Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

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**TRADEMARK**  
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SCHEDULE A

Registered Trademarks:

<b>Trademark</b>	<b>App./Reg. No.</b>	<b>Filing/ Reg. Date</b>	<b>Owner</b>
<b>WELLNESS LETTER</b>	1851436	August 30, 1994	Remedy Health Group, LLC
<b>THE BODY</b>	2044710	March 11, 1997	Remedy Health Group, LLC
<b>THE BODY and Design</b>	2054807	April 22, 1997	Remedy Health Group, LLC
<b>HEALTHCENTRAL</b>	97024950	September 13, 2021	Remedy Health Group, LLC
<b>HEALTHSQUARE</b>	2440314	April 3, 2001	Remedy Health Group, LLC
<b>FOODFIT</b>	2537101	February 5, 2002	Remedy Health Group, LLC
<b>FOODFIT.COM</b>	2582877	June 18, 2002	Remedy Health Group, LLC
<b>REMEDY</b>	2615377	September 3, 2002	Remedy Health Group, LLC
<b>HEALTHSCOUT</b>	2693601	March 4, 2003	Remedy Health Group, LLC
<b>DIABETES FOCUS</b>	2818134	February 24, 2004	Remedy Health Group, LLC
<b>HEALTHCENTRAL</b>	2945931	May 3, 2005	Remedy Health
<b>HEALTHCOMMUNITIES.COM</b>	3934244	March 22, 2011	Remedy Health Group, LLC
<b>REMEDY</b>	4400687	September 10, 2013	Remedy Health Group, LLC
	4653086	December 9, 2014	Remedy Health Group, LLC
<b>REMEDY'S HEALTHY LIVING</b>	4653087	December 9,	Remedy Health
<b>REMEDY HEALTH MEDIA</b>	4720423	April 14, 2015	Remedy Health
<b>THE BODY</b>	4752535	June 9, 2015	Remedy Health Group, LLC
<b>THE BODY PRO</b>	4752537	June 9, 2015	Remedy Health Group, LLC
<b>THE BODY THE COMPLETE HIV/AIDS RESOURCE and Design</b>	4752538	June 9, 2015	Remedy Health Group, LLC

<b>Trademark</b>	<b>App./Reg. No.</b>	<b>Filing/ Reg. Date</b>	<b>Owner</b>
<b>THE BODY PRO THE HIV RESOURCE FOR HEALTH PROFESSIONALS and Design</b>	4752539	June 9, 2015	Remedy Health Group, LLC
<b>REMEDY+</b>	4799936	August 25, 2015	Remedy Health Group, LLC
<b>REMEDY HEALTH GUIDES</b>	4897247	February 9, 2016	Remedy Health Group, LLC
<b>REMEDYMD</b>	4958032	May 17, 2016	Remedy Health Group, LLC
<b>MY MD&amp;ME</b>	4962229	May 24, 2016	Remedy Health Group, LLC
<b>MOOD 24/7</b>	5256233	August 1, 2017	Remedy Health Group, LLC
<b>GO2DR</b>	5579720	October 9, 2018	Remedy Health Group, LLC
<b>PATIENT POWER</b>	3400089	March 18, 2008	Remedy Health Group, LLC
<b>MDCHOICE</b>	2688961	February 18, 2003	Remedy Health Group, LLC