

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711195

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EHEALTHINSURANCE SERVICES, INC.		02/28/2022	Corporation: DELAWARE
PLANPRESCRIBER, INC.		02/28/2022	Corporation: DELAWARE
WEALTH, HEALTH AND LIFE ADVISORS, LLC		02/28/2022	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	BLUE TORCH FINANCE LLC
Street Address:	150 E. 58th Street
Internal Address:	18th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10155
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2180628	EHEALTH
Registration Number:	2394766	EHEALTHINSURANCE
Registration Number:	2785151	EHEALTHSYSTEMS
Registration Number:	2874523	ONLINE ANYTIME
Registration Number:	4922986	PLANPRESCRIBER
Registration Number:	5585040	GOMEDIGAP

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

ATTORNEY DOCKET NUMBER:	30359.515016
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	03/01/2022

Total Attachments: 31

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "Trademark Security Agreement") is made as of this 28th day of February, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "Grantors" and each a "Grantor"), and Blue Torch Finance LLC, in its capacity as Collateral Agent for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among EHEALTH, INC., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and BLUE TORCH FINANCE LLC, as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Security Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other grantors party thereto and the Collateral Agent, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS; CONSTRUCTION. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. The rules of Construction specified in Article I of the Credit Agreement also apply to this Trademark Security Agreement, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), including those referred to on Schedule I hereto;

(b) all extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademark, this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. Section 12.15 of the Credit Agreement is incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank signature page follows.]

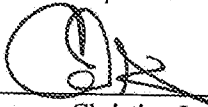
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

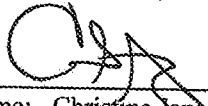
EHEALTHINSURANCE SERVICES, INC.,
a Delaware Corporation

By: 
Name: Christine Janofsky
Title: Senior Vice President and Chief Financial Officer

PLANPRESCRIBER, INC.,
a Delaware Corporation

By: 
Name: Christine Janofsky
Title: Chief Financial Officer and Treasurer

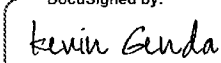
WEALTH, HEALTH AND LIFE ADVISORS, LLC,
a Texas limited liability company

By: 
Name: Christine Janofsky
Title: Chief Financial Officer

ACCEPTED AND
ACKNOWLEDGED BY:

BLUE TORCH FINANCE LLC,
as Collateral Agent

By: Blue Torch Capital LP, its managing member

DocuSigned by:

By: 33D6F77A88E442A
Name: Kevin Genda
Title: CEO

Signature Page to Trademark Security Agreement