ETAS ID: TM738355

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Access Clinical Partners, LLC			Limited Liability Company: DELAWARE

TRADEMARK ASSIGNMENT COVER SHEET

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 S. Dearborn		
Internal Address:	Floor L2, SIL1-0480		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5355424	GOHEALTH
Registration Number:	6031713	GOHEALTH
Serial Number:	97382359	GOHEALTH
Registration Number:	5680807	GOHEALTH
Registration Number:	6031714	GOHEALTH
Serial Number:	97382372	GOHEALTH
Registration Number:	5438530	GOHEALTH URGENT CARE
Registration Number:	6031715	GOHEALTH URGENT CARE
Registration Number:	5680808	GOHEALTH URGENT CARE
Registration Number:	6031716	GOHEALTH URGENT CARE
Registration Number:	5934069	KID-VENIENT

CORRESPONDENCE DATA

900704308

Fax Number: 8009144240

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: 800-713-0755

Nancy.Wiford@wolterskluwer.com Email:

Correspondent Name: CT Corporation

TRADEMARK

REEL: 007768 FRAME: 0093

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Doris Ka
SIGNATURE: /Doris Ka/
DATE SIGNED: 07/01/2022

Total Attachments: 6

source=Go Health Trademark#page1.tif source=Go Health Trademark#page2.tif source=Go Health Trademark#page3.tif source=Go Health Trademark#page4.tif source=Go Health Trademark#page5.tif source=Go Health Trademark#page6.tif

> TRADEMARK REEL: 007768 FRAME: 0094

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is entered into as of June 30, 2022, by and among Access Clinical Partners, LLC ("<u>Grantor</u>") and JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

PRELIMINARY STATEMENTS

WHEREAS, Grantor is party to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which Grantor pledged, collaterally assigned and granted to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in certain intellectual property rights owned by the Grantor and pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. <u>Defined Terms</u>. 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. Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, on behalf of and for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all renewals of any of the foregoing; (c) the goodwill of the business symbolized by the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past, present and future infringements, dilutions or violations thereof; (e) all rights to sue for past, present and future infringements, dilutions or violations of any of the foregoing including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademark Collateral"). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include, or the security interests attach to, any Excluded Asset.

SECTION 3. <u>Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantor to the Collateral Agent in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and

TRADEMARK REEL: 007768 FRAME: 0095 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 (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated 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 4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or the release of the Trademark Collateral, in each case, in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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, physical delivery thereof 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.

SECTION 6. <u>GOVERNING LAW</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

TRADEMARK REEL: 007768 FRAME: 0096 IN WITNESS WHEREOF, 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.

ACCESS CLINICAL PARTNERS, LLC

Name: Tom Oram

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,

as Collateral Agent

By:

Name: Joon Hur

Title: Executive Director

SCHEDULE I

<u>to</u>

TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Trademark	Application No.	Registration No.	Owner
GOHEALTH	86393290	5355424	Access Clinical
			Partners, LLC
GOHEALTH	87606179	6031713	Access Clinical
			Partners, LLC
GOHEALTH	97382359	Pending	Access Clinical
			Partners, LLC
M GoHealth	86393283	5680807	Access Clinical
Mille Color on manner			Partners, LLC
2 GoMeaith	87606185	6031714	Access Clinical
			Partners, LLC
E GoHealth	97382372	Pending	Access Clinical
· · · · · · · · · · · · · · · · · · ·			Partners, LLC
GOHEALTH	86393299	5438530	Access Clinical
URGENT CARE			Partners, LLC
GOHEALTH	87606191	6031715	Access Clinical
URGENT CARE			Partners, LLC
	86393296	5680808	
M GoHealth	00373270	300000	Access Clinical
URGENT CARE			Partners, LLC
2 GoHealth	87606201	6031716	Access Clinical
URGENT CARE			Partners, LLC
	00245042	5934069	,
KID-VENIENT	88345942	3734007	Access Clinical
			Partners, LLC

TRADEMARK REEL: 007768 FRAME: 0099

RECORDED: 07/01/2022