

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767854

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Agent and Security Agent Replacement and Appointment Deed		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intermediate Capital Group plc		11/02/2022	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GLAS Trust Corporation Limited		
Street Address:	55 Ludgate Hill		
Internal Address:	Level 1, West		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4M 7JW		
Entity Type:	Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6129103	H.A.C.	
Registration Number:	6129036	HEALTH ACTION COMMUNITY	
Registration Number:	6129037	H A C	
Registration Number:	4978433	GUIDEMARK HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<i>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.</i>			
Phone:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	11/15/2022		
Total Attachments: 28			
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Dated 2 November 2022

Agent and Security Agent Replacement and Appointment Deed

Intermediate Capital Group plc
(as Outgoing Facility Agent and Outgoing Security Agent)

Global Loan Agency Services Limited
(as Successor Facility Agent)

GLAS Trust Corporation Limited
(as Successor Security Agent)

Value Demonstration UK Interco Limited
(as the Parent)

and

The entities listed in Schedule 1 hereto
(as Requesting Lenders)

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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
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This deed is dated 2 November 2022

Between

- (1) **Intermediate Capital Group plc** as outgoing Facility Agent under the Senior Facilities Agreement (the “**Outgoing Facility Agent**”);
- (2) **Intermediate Capital Group plc** as outgoing Security Agent under the Intercreditor Agreement (the “**Outgoing Security Agent**”);
- (3) **Global Loan Agency Services Limited**, incorporated under the laws of England and Wales with registered number 08318601 whose registered address is 55 Ludgate Hill, Level 1 West, London, England EC4M 7JW (the “**Successor Facility Agent**”);
- (4) **GLAS Trust Corporation Limited**, incorporated under the laws of England and Wales with registered number 07927175 whose registered address is 55 Ludgate Hill, Level 1 West, London, England EC4M 7JW (the “**Successor Security Agent**”);
- (5) **Value Demonstration UK Interco Limited**, as the Parent under and as defined in the Senior Facilities Agreement; and
- (6) **The Entities** listed in Schedule 1 (*Requesting Lenders*) constituting the Majority Lenders under and as defined in the Senior Facilities Agreement and the Instructing Group under and as defined in the Intercreditor Agreement, each at the date of this Deed (together, the “**Requesting Lenders**” and each, a “**Requesting Lender**”).

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2.2 **Appointment of the Successor Security Agent**

- (a) In accordance with clause 20.13(b) (*Resignation of the Security Agent*) of the Intercreditor Agreement, the Requesting Lenders acting as the Instructing Group hereby appoint the Successor Security Agent as Security Agent under the Intercreditor Agreement and the other Debt Documents in place of the Outgoing Security Agent with effect from and including the Replacement Effective Time.
- (b) The Successor Security Agent hereby acknowledges and agrees to its appointment as successor Security Agent under the Intercreditor Agreement and the other Debt Documents with effect from and including the Replacement Effective Time.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

2.4 Transfer and assignment to the Successor Security Agent

- (a) The Parties acknowledge, agree and declare that pursuant to this Deed, section 36 of the Trustee Act 1925 and all relevant powers conferred by the Trustee Act 1925 and any other applicable law, subject to the terms and conditions of this Deed and with effect from the Replacement Effective Time, any and all rights and obligations of the Outgoing Security Agent as Security Agent (including, but not limited to, its rights and obligations under the Intercreditor Agreement and the other Debt Documents) and all other property held by the Outgoing Security Agent as Security Agent pursuant to the Intercreditor Agreement and the other Debt Documents (including the Security Property), shall be transferred to and assumed by and vest in (in each case to the fullest extent possible) the Successor Security Agent for the purposes of section 40(1)(a) of the Trustee Act 1925 and any other applicable law, provided that the Parties hereby acknowledge and agree that nothing hereunder shall oblige the Successor Security Agent to be liable for any property, liabilities and obligations of the Outgoing Security Agent relating to or arising out of matters or events occurring before the Replacement Effective Time.
- (b) To the extent that any rights, titles, benefits, interests, powers, authorities and discretions vested in the Outgoing Security Agent by the Debt Documents and general law are not effectively vested in the Successor Security Agent by the declaration in paragraph (a) above with effect from the Replacement Effective Time, the Outgoing Security Agent hereby irrevocably assigns absolutely to the Successor Security Agent

all of such rights, titles, benefits, interests, powers, authorities and discretions, subject to the terms and conditions of this Deed, from and including the Replacement Effective Time, and the Successor Security Agent hereby acknowledges and accepts such assignment to it by the Outgoing Security Agent. The Outgoing Security Agent hereby gives notice of such assignment to the Parent, which the Parent hereby acknowledges (in its own capacity and its capacity as Obligor's Agent under the Finance Documents).

- (c) The Successor Security Agent succeeds to and is vested with all the respective rights, powers, privileges and duties of the Outgoing Security Agent under and in connection with the Debt Documents. The foregoing shall be without prejudice to the rights afforded to the Outgoing Security Agent hereunder (including but not limited to the rights exercisable by the Outgoing Security Agent under Clause 2.7 (*Acknowledgement in favour of the Outgoing Security Agent*)) which, notwithstanding anything to the contrary herein, shall not be assigned and shall remain exercisable by the Outgoing Security Agent following the execution of this Deed and the occurrence of the Replacement Effective Time.
- (d) The Outgoing Security Agent shall make available to the Successor Security Agent such documents and records and provide such assistance as the Successor Security Agent may reasonably request for the purposes of performing its functions as Security Agent under the Debt Documents.
- (e) Pending delivery of any documents and records relating to the Security Property or the Debt Documents which are in its possession to the Successor Security Agent pursuant to paragraph (d) above, the Outgoing Security Agent shall hold such documents to the order of the Successor Security Agent, including (without limitation) in connection with amendments to existing UCC filings, mortgage amendments, intellectual property security filings and notices in respect of account control agreements, in each case to the extent applicable, to reflect the replacement of the Outgoing Security Agent with the Successor Security Agent.
- (f) The Parties hereby acknowledge and agree that the Successor Security Agent shall not bear any responsibility or liability for any action taken or omitted to be taken by the Outgoing Security Agent in its capacity as Security Agent or any other event or action related to the Debt Documents that occurred on or prior to the Replacement Effective Time (including, without limitation, calculations, determinations, or distributions made by the Outgoing Security Agent under the Debt Documents on or prior to the Replacement Effective Time). The Parent and the Requesting Lenders also acknowledge that the Successor Security Agent is not required to consider the validity, enforceability or sufficiency of the Transaction Security and shall not be responsible for any failure by any person to perfect the Transaction Security or procure that such Transaction Security is valid, enforceable or sufficient on or prior to the Replacement Effective Time. Further, the Successor Security Agent shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, the records and other information supplied to it by the Outgoing Security Agent and/or the Outgoing Facility Agent as listed in the email delivered to the Successor Security Agent and the Successor Facility Agent on or prior to the date of this Deed with subject header 'Documentation Suite – Value Demonstration UK Interco Limited' (the "**Documentation Suite**") and in no event shall the Successor Security Agent have any liability in respect of the calculations, determination or distributions made by the Lenders, the Parent or the Outgoing Security Agent prior to the effectiveness of this Deed, nor shall the Successor Security Agent have any liability after the effectiveness of this Deed to the extent that any calculation, determination, or distribution is made by it based in whole or in part on the Documentation Suite or any other information supplied to it by any Lender, the Parent, or any of their respective Affiliates.

- (g) The Parties hereby acknowledge and agree that the Outgoing Security Agent shall not bear any responsibility or liability for any action taken or omitted to be taken by the Successor Security Agent in its capacity as Security Agent on or after the Replacement Effective Time (including, without limitation, any calculations, determinations, or distributions made by the Successor Security Agent under the Debt Documents on or after the Replacement Effective Time).
- (h) For the avoidance of doubt:
 - (i) nothing in this Deed shall be intended to have the effect of a novation; and
 - (ii) this Deed does not, and is not intended to, create any new Security whatsoever. It is intended to transfer to the Successor Security Agent all rights, interests, powers, authorities, discretions and indemnities vested in the Security Agent by the Debt Documents (including, but not limited to, the Intercreditor Agreement and the Transaction Security Documents) and general law.

2.5 **Local Law Requirements**

■ [REDACTED]

■ [REDACTED]

(b) **Assignment of New York Law Security**

The assignment and transfer of all Security governed by New York law will be immediately effective at the Replacement Effective Time.

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
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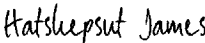
Signatures

Executed as a Deed by the Outgoing Security Agent

INTERMEDIATE CAPITAL GROUP PLC

DocuSigned by:

CF6C640E87B0452...

in the presence of:


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Witness's signature 
EFE59D793C124F4...

Name Hatshepsut James

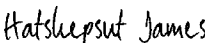
Address Procession House
55 Ludgate Hill
London EC4M 7JW

Executed as a Deed by the Outgoing Facility Agent

INTERMEDIATE CAPITAL GROUP PLC

DocuSigned by:

9F68640E37B0452...

in the presence of:

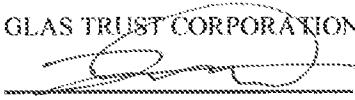
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Witness's signature 
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Name Hatshepsut James

Address Procession House
55 Ludgate Hill
London EC4M 7JW

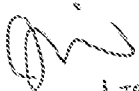
Executed as a Deed by the Successor Security Agent

GLAS TRUST CORPORATION LIMITED



in the presence of:

Witness's signature


JOHANNA LIEW

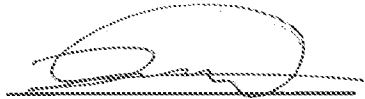
Name

Address

55 Ludgate Hill
London
EC4M 7JW

Executed as a Deed by the Successor Facility Agent

GLOBAL LOAN AGENCY SERVICES LIMITED




in the presence of:

Witness's signature

Name

Address


JOHANNA LIEW

55 Ludgate Hill
London
EC4M 7JW

[REDACTED]

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Parent

Executed as a Deed by the Parent

Value Demonstration UK Interco Limited

[Redacted Signature]

in the presence of:

Witness's signature

[Redacted Signature]

Name

[Redacted Name]

Address

[Redacted Address]
[Redacted Address]
[Redacted Address]