

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785117

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900745805

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BRIGHT HEALTH GROUP, INC.		11/08/2022	Corporation: DELAWARE
DOCSQUAD, LLC		11/08/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT
Street Address:	4 Chase MetroTech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5287351	DIGITAL FRONT DOOR
Registration Number:	4963219	POWERED BY ZIPNOSIS
Registration Number:	4963220	YOUR CLINICIANS. YOUR PATIENTS. YOUR BRA
Registration Number:	6625479	ZIPCHECK
Registration Number:	6625475	ZIPNOSIS
Registration Number:	6625476	ZIPNOSIS
Registration Number:	4963754	ZIPNOSIS
Registration Number:	6625477	ZIPNOSIS
Registration Number:	6625478	ZIPNOSIS
Registration Number:	6625618	ZIPROUTES
Registration Number:	4756167	ZIPTICKET
Serial Number:	90520006	DOCSQUAD
Serial Number:	90521545	B BRIGHT HEALTHCARE
Serial Number:	90522360	NH NEUEHEALTH
Serial Number:	90415400	ZIP
Serial Number:	90415408	ZIP

Property Type	Number	Word Mark
Serial Number:	90415415	ZIP
Serial Number:	90284467	ZIPGROUPS
Serial Number:	90284419	ZIPNOSIS
Serial Number:	90284438	ZIPNOSIS

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Kyle Noreiga

Address Line 1: 1025 Connecticut Ave., NW, STE. 712

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1831416
NAME OF SUBMITTER:	Caroline Hughes
SIGNATURE:	/Caroline Hughes/
DATE SIGNED:	02/07/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of November 8, 2022 (this "Agreement"), among Bright Health Group, Inc. (the "Company"), the other Subsidiary Loan Parties from time to time party hereto and JPMorgan Chase Bank, N.A. ("JPMCB"), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of March 1, 2021, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company, the Lenders from time to time party thereto and JPMCB, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of March 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Company subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Company, will derive substantial benefits from the extension of credit to the Company pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (other than any of the foregoing constituting Excluded Assets), and all extensions or renewals thereof, including those listed on Schedule I hereto; and
- (b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in 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. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

BRIGHT HEALTH GROUP, INC.,

by



Name: Cathy Smith

Title: Executive Vice President and
Chief Financial Officer

DOCSQUAD, LLC,

by



Name: Cathy Smith

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK

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JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by 

Name: Joon Hur

Title: Executive Director

[Signature Page to Trademark Security Agreement]

[[5953717]]

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SCHEDULE I

Trademarks/Trade Names Owned by Bright Health Group, Inc.

Registered Owner	Mark	Serial/ Registration Number
Bright Health Group, Inc.	DOCSQUAD & Design	90520006 ¹
Bright Health Group, Inc.	BRIGHT HEALTHCARE & Design	90521545 ²
Bright Health Group, Inc.	NEUEHEALTH & Design	90522360 ³

¹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

² This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

³ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

Trademarks/Trade Names Owned by DocSquad, LLC⁴

Registered Owner	Mark	Serial/ Registration Number
DocSquad, LLC	DIGITAL FRONT DOOR	87059170 / 5287351
DocSquad, LLC	POWERED BY ZIPNOSIS	86748137 / 4963219
DocSquad, LLC	YOUR CLINICIANS. YOUR PATIENTS. YOUR BRAND.	86748152 / 4963220
DocSquad, LLC	ZIP Logo	90415400 ⁵
DocSquad, LLC	ZIP Logo	90415408 ⁶
DocSquad, LLC	ZIP Logo	90415415 ⁷
DocSquad, LLC	ZIPCHECK	90284474 / 6625479
DocSquad, LLC	ZIPGROUPS	90284467 ⁸
DocSquad, LLC	ZIPNOSIS	90284419 ⁹
DocSquad, LLC	ZIPNOSIS	90284426 / 6625475
DocSquad, LLC	ZIPNOSIS	90284430 / 6625476
DocSquad, LLC	ZIPNOSIS	86755933 / 4963754
DocSquad, LLC	ZIPNOSIS Logo	90284438 ¹⁰
DocSquad, LLC	ZIPNOSIS Logo	90284449 / 6625477
DocSquad, LLC	ZIPNOSIS Logo	90284459 / 6625478
DocSquad, LLC	ZIPROUTES	90307736 / 6625618
DocSquad, LLC	ZIPTICKET	85357420 / 4756167

⁴ The registered owner of these trademark registrations and applications is Zipnosis, Inc., which merged into and became DocSquad, LLC effective March 31, 2021. Evidence of this merger is being filed with the United States Patent and Trademark Office with respect to these trademark registrations and applications.

⁵ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

⁶ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

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⁹ This is an intent-to-use trademark application and is not included in the Collateral until a statement of use is filed and accepted.

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