

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REED GROUP, LLC		04/12/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77840081	REED GROUP	
Serial Number:	85926434	LEAVEPRO	
Serial Number:	87034965	THE MEASURE OF HEALTH	
Serial Number:	85926402	LEAVEADVISOR	
Serial Number:	87653927	MDGUIDELINES	
Serial Number:	87653902	HEALTH.WORK.LIFE.	
Serial Number:	87653848	REEDINSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Sophie Bolt		
SIGNATURE:	/Sophie Bolt/		

OP \$190.00 77840081

DATE SIGNED:	04/13/2023
---------------------	------------

Total Attachments: 6

source=92387601-2 Reed TM filing#page1.tif

source=92387601-2 Reed TM filing#page2.tif

source=92387601-2 Reed TM filing#page3.tif

source=92387601-2 Reed TM filing#page4.tif

source=92387601-2 Reed TM filing#page5.tif

source=92387601-2 Reed TM filing#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

REED GROUP, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Colorado, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 12, 2023

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Collateral Agent

Street Address: 901 Main Street

City: Dallas

State: TX

Country: USA Zip: 75202

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt- Senior Paralegal (Intellectual Property)

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 08061.1445

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Digitally signed by Sophie Bolt
DN: CN = Sophie Bolt email = sbolt@cahill.com C = US O = Cahill LLP
Date: 2023.04.13 11:34:54 -0400

Signature

April 13, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of April 12, 2023, by REED GROUP, LLC (the “**Grantor**”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is made a party to the Security Agreement dated as of May 1, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. 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. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. 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 the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

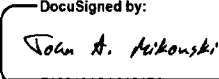
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor

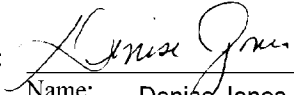
Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

REED GROUP, LLC, as Grantor

By: 
Name: John A. Mikowski
Title: Executive Vice President, Deputy General
Counsel, Assistant Corporate Secretary

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Denise Jones
Title: Vice President

Schedule I
to Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner¹	Jurisdiction	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date
Reed Group, Ltd.	US	REED GROUP	Registered	77/840,081	02-Oct-2009	3,802,464	15-Jun-2010
Reed Group, Ltd.	US	LEAVEPRO	Registered	85/926,434	08-May-2013	4,454,626	24-Dec-2013
Reed Group, Ltd.	US	THE MEASURE OF HEALTH	Registered	87/034,965	12-May-2016	5,108,878	27-Dec-2016
Reed Group, Ltd.	US	LEAVEADVISOR	Registered	85/926,402	08-May-2013	4,660,378	23-Dec-2014
Reed Group, Ltd.	US	MDGuidelines	Registered	87/653,927	20-Oct-2017	5,559,426	11-Sep-2018
Reed Group, Ltd.	US	Health.Work.Life.	Registered	87/653,902	20-Oct-2017	5,480,397	29-May-2018
Reed Group, Ltd.	US	ReedInsights	Registered	87/653,848	20-Oct-2017	5,604,638	13-Nov-2018

¹ NTD: All items are beneficially owned by Reed Group, LLC.