

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MH SUB I, LLC		05/07/2021	Limited Liability Company: DELAWARE
WEBMD, LLC		05/07/2021	Limited Liability Company: DELAWARE
WEBMD HEALTH SERVICES GROUP, INC.		05/07/2021	Corporation: OREGON
GLOBAL ACADEMY FOR MEDICAL EDUCATION LLC		05/07/2021	Limited Liability Company: DELAWARE
FRONTLINE MEDICAL COMMUNICATIONS INC.		05/07/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as collateral agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5858257	FODOR'S INSIDE
Registration Number:	5847165	INTELLIGENT COMMUNICATIONS PLATFORM
Registration Number:	5788866	FOCUS ON NEUROPSYCHIATRY
Registration Number:	5737493	PSYCHOPHARMACOLOGY UPDATE
Registration Number:	5894394	MDEDGE
Serial Number:	90370517	CHIROMATRIX
Serial Number:	90370585	VISIONMATRIX
Serial Number:	90300606	MEDSIMS
Serial Number:	88822145	POSITIVELY ME

CORRESPONDENCE DATA

TRADEMARK

REEL: 008049 FRAME: 0248

Fax Number: 2125305219

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: 212-530-5878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	28302.74200
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NAME OF SUBMITTER:	John Garces, Esq.
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SIGNATURE:	/John Garces/
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DATE SIGNED:	04/21/2023
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Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of May 7, 2021, is made by MH Sub I, LLC, a Delaware limited liability company, WebMD, LLC, a Delaware limited liability company, WebMD Health Services Group, Inc., a Delaware corporation, Global Academy for Medical Education LLC, a Delaware limited liability company, and Frontline Medical Communications Inc., a Delaware corporation (each the “Grantor”), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the “Agent”) in connection with that certain First Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated June 5, 2015, as amended by Amendment No. 1 to Credit Agreement, dated as of March 8, 2017, Amendment No. 2 to Credit Agreement, dated as of September 15, 2017, as supplemented by that certain Joinder Agreement dated March 20, 2018, as supplemented and amended by that certain 2020 Joinder Agreement and Extension Amendment, dated as of June 19, 2020, as supplemented by that certain 2020 November Joinder Agreement, dated as of November 18, 2020, as supplemented by that certain 2021 February Joinder Agreement, dated as of February 23, 2021, and as may be further amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IB Aggregator II L.P., a Delaware limited partnership (“Parent II”), Indigo Intermediate Co II, LLC, a Delaware limited liability company (“IntermediateCo II” and, together with Parent II, each a “Parent” and collectively, the “Parents”), Indigo Merger Sub II, LLC (the “Initial Borrower”), and, following the consummation of the Acquisition (including the mergers contemplated by the Acquisition Agreement), MH Sub I, LLC, a Delaware limited liability company (“LLC Borrower” and, together with the Initial Borrower, each a “Borrower” and collectively, the “Borrowers”), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as the Administrative Agent and the Collateral Agent, and Credit Suisse AG, Cayman Islands Branch and Royal Bank of Canada as Letter of Credit Issuers.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of July 8, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Parents, the Borrowers and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with a Parent and/or its Restricted Subsidiaries (other than the Borrowers), Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN 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. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. Each of the parties represents and warrants to the other parties that it has the corporate capacity and authority to execute this Agreement through electronic means and there are no restrictions for doing so in that party's constitutive documents.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MH SUB I, LLC,
as the Grantor

DocuSigned by:
Scott Friedman
By: _____
Name: Scott Friedman
Title: Chief Financial Officer

WEBMD, LLC,
as the Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: Chief Financial Officer

WEBMD HEALTH SERVICES GROUP, INC.,
as the Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: Chief Financial Officer

GLOBAL ACADEMY FOR MEDICAL EDUCATION LLC,
as the Grantor

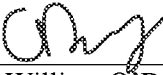
DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: Chief Financial Officer

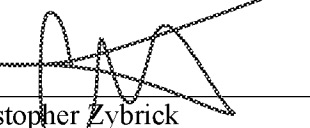
FRONTLINE MEDICAL COMMUNICATIONS INC.,
as the Grantor

DocuSigned by:
Blake DeSimone
By: _____
Name: Blake DeSimone
Title: Chief Financial Officer

[Grant of Security Interest in Trademark Rights]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as the Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Christopher Zybrick
Title: Authorized Signatory

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
MH Sub I, LLC	87834595	5858257	FODOR'S INSIDE
MH Sub I, LLC	90370517		CHIROMATRIX
MH Sub I, LLC	90370585		VISIONMATRIX
WebMD LLC	87476208	5847165	INTELLIGENT COMMUNICATIONS PLATFORM
WebMD LLC	90300606		MEDSIMS
WebMD Health Group Services, Inc.	88822145		POSITIVELY ME
Global Academy For Medical Education LLC	87808636	5788866	FOCUS ON NEUROPSYCHIATRY
Global Academy For Medical Education LLC	87808664	5737493	PSYCHOPHARMACOLOGY UPDATE
Frontline Medical Communications Inc.	88089550	5894394	MDEDGE