

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805012

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vitals Consumer Services, LLC		09/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Collateral Agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3572688	MED HELP INTERNATIONAL	
<b>Registration Number:</b>	5159168	MEDHELP	
<b>Registration Number:</b>	3572687	MED HELP	
<b>Registration Number:</b>	3612937	VITALS	
<b>Registration Number:</b>	4742748	VITALS	
<b>Registration Number:</b>	4742744	VITALS	
<b>Registration Number:</b>	4574546	U UCOMPAREHEALTHCARE	
<b>Registration Number:</b>	4743643	VITALSCHOICE	
<b>Registration Number:</b>	4925593	VITALS SMARTSHOPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125305219		
<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>			
<b>Phone:</b>	212-530-5878		
<b>Email:</b>	dcip@milbank.com, jgarces@milbank.com		
<b>Correspondent Name:</b>	John Garces, Esq.		
<b>Address Line 1:</b>	55 Hudson Yards		
<b>Address Line 2:</b>	Milbank, LLP		

CH \$240.00 3572688

<b>Address Line 4:</b>	New York, NEW YORK 10001-2163
<b>ATTORNEY DOCKET NUMBER:</b>	28302.74200
<b>NAME OF SUBMITTER:</b>	John Garces, Esq.
<b>SIGNATURE:</b>	/John Garces/
<b>DATE SIGNED:</b>	04/21/2023

**Total Attachments: 10**

source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page1.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page2.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page3.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page4.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page5.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page6.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page7.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page8.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page9.tif  
source=Supplement No. 7 to Second Lien Security Agreement (Vitals) [Executed Version]#page10.tif

SUPPLEMENT NO. 7, dated as of September 20, 2018 (this “Supplement”), to the Second Lien Security Agreement dated as of July 8, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among IB Aggregator I L.P., a Delaware limited partnership (“Parent I”), IB Aggregator II L.P., a Delaware limited partnership (“Parent II”), Indigo Intermediate Co I, LLC, a Delaware limited liability company (“IntermediateCo I”), Indigo Intermediate Co II, LLC, a Delaware limited liability company (“IntermediateCo II” and, together with Parent I, Parent II and IntermediateCo I, each a “Parent” and collectively, the “Parents”), Micro Holding Corp., a Delaware corporation (“Corp Borrower”), MH Sub I, LLC, a Delaware limited liability company (“LLC Borrower”), and WebMD Health Corp., a Delaware Corporation (the “Wave Borrower” and, together with the Corp Borrower and the LLC Borrower, the “Borrowers”), each of the Subsidiaries listed on the signature pages hereto or that becomes a party hereto pursuant to Section 8.14 (each such entity being a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”; the Subsidiary Grantors, the Parents and the Borrowers are referred to collectively as the “Grantors”), and Royal Bank of Canada, as collateral agent (in such capacity, the “Collateral Agent”) for the benefit of the Secured Parties.

A. Reference is made to the Second Lien Credit Agreement dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement, dated as of 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, and as may further be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Parents, the Borrowers, the Lenders from time to time party thereto, Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Administrative Agent, the Collateral Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrowers .

D. Section 9.11 of the Credit Agreement and Section 8.14 of the Security Agreement provide that each Subsidiary that is required to become a party to the Security Agreement pursuant to Section 9.11 of the Credit Agreement shall become a Subsidiary Grantor, with the same force and effect as if originally named as a Subsidiary Grantor therein, for all purposes of the Security Agreement upon execution and delivery by such Subsidiary of an instrument in the form of this Supplement. Each undersigned Subsidiary (each a “New Grantor”) is executing this Supplement in accordance with the requirements of the Security Agreement to become a Subsidiary Grantor under the Security Agreement in order to induce the Lenders to make Loans.

Accordingly, the Collateral Agent and the New Grantors agree as follows:

SECTION 1. In accordance with Section 8.14 of the Security Agreement, each New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Obligations, does hereby grant to the Collateral Agent for the benefit of the Secured Parties, a Security Interest in all of the Collateral of such New Grantor, in each case whether now or hereafter existing or in which it now has or hereafter acquires an interest. Each reference to a

“Grantor” in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency or similar laws affecting creditors’ rights generally and general equitable principles.

SECTION 3. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Collateral Agent and the Parents. This Supplement shall become effective as to each New Grantor when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of such New Grantor and the Collateral Agent.

SECTION 4. Such New Grantor hereby represents and warrants that (a) as of the date hereof, set forth on Schedule I hereto is (i) its exact legal name, as such name appears in its respective certificate of incorporation or formation or any other organizational document filed in its jurisdiction of incorporation, formation or organization, (ii) its type of organization, (iii) its organizational identification number, if any, (iv) its jurisdiction of formation and (v) the address of its chief executive office and (b) as of the date hereof (i) Schedule II hereto lists all of each New Grantor’s registered Copyrights (and all applications therefor), (ii) Schedule III hereto lists all of each New Grantor’s Patents (and all applications therefor), (iii) Schedule IV hereto lists all of each New Grantor’s registered Trademarks (and all applications therefor), and (vii) Schedule V hereto lists all of each New Grantor’s Commercial Tort Claims with a claim value of the greater of (a) \$10,000,000 and (b) 10.0% of Consolidated EBITDA for the most recently ended Test Period (calculated on a Pro Forma Basis) or more.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 7. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All notices, requests and demands pursuant hereto shall be made in accordance with Section 13.2 of the Credit Agreement. All communications and notices hereunder to each New Grantor shall be given to it in care of the Parents at the Parents’ address set forth in Section 13.2 of the Credit Agreement.


SECTION 9. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to the Security Agreement are expressly subject and

subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to Credit Suisse, Cayman Islands Branch, as administrative agent, pursuant to or in connection with the First Lien Credit Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

VITALS CONSUMER SERVICES, LLC,  
as the New Grantor

By:  \_\_\_\_\_

Name: Robert Johnson  
Title: VP Legal

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
as the Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

ROYAL BANK OF CANADA, as the Collateral Agent

By:   
Name: **Rodica Dutka**  
Title: **Manager, Agency**

By: **N/A**  
Name:  
Title:

[Signature Page to Supplement No. 7 to Second Lien Security Agreement (Vitals)]

SCHEDULE I  
TO SUPPLEMENT NO. 7 TO THE  
SECURITY AGREEMENT

COLLATERAL

<u>Legal Name</u>	<u>Jurisdiction of Incorporation or Organization</u>	<u>Type of Organization or Corporate Structure</u>	<u>Organizational Identification Number</u>	<u>Chief Executive Office</u>
Vitals Consumer Services, LLC	Delaware	Limited Liability Company	6528261	160 Chubb Avenue, Suite 301, Lyndhurst, NJ 07071



SCHEDULE II  
TO SUPPLEMENT NO. 7 TO THE  
SECURITY AGREEMENT

U.S. REGISTERED COPYRIGHTS

None.

SCHEDULE III  
TO SUPPLEMENT NO. 7 TO THE  
SECURITY AGREEMENT

U.S. PATENTS AND PATENT APPLICATIONS

OWNER   APPLICATION NUMBER   REGISTRATION NUMBER   TITLE

None

SCHEDULE IV  
TO SUPPLEMENT NO. 7 TO THE  
SECURITY AGREEMENT

U.S. REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Name of Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Vitals Consumer Services, LLC	Australia	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	European Union	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	International Registration	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	USA	MED HELP INTERNATIONAL	3572688	2/10/2009
Vitals Consumer Services, LLC	USA	MEDHELP (and design)	5159168	3/14/2017
Vitals Consumer Services, LLC	USA	MED HELP	3572687	2/10/2009
Vitals Consumer Services, LLC	USA	VITALS	3612937	4/28/2009
Vitals Consumer Services, LLC	USA	VITALS	4742748	5/26/2015
Vitals Consumer Services, LLC	USA	VITALS (with design)	4742744	5/26/2015
Vitals Consumer Services, LLC	USA	UCompareHealthCare (and design)	4574546	7/29/2014
Vitals Consumer Services, LLC	USA	VitalsChoice	4743643	5/26/2015
Vitals Consumer Services, LLC	USA	VitalsSmartShopper	4925593	3/29/2016
Vitals Consumer Services, LLC	Canada	VITALS	TMA773520	8/3/2010

SCHEDULE V  
TO SUPPLEMENT NO. 7 TO THE  
SECURITY AGREEMENT

COMMERCIAL TORT CLAIMS

None