

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900767688
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FRONTLINE MEDICAL COMMUNICATIONS, INC.		09/30/2019	Corporation: DELAWARE
GLOBAL ACADEMY FOR MEDICAL EDUCATION, LLC		09/30/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as collateral agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 72

Property Type	Number	Word Mark
Registration Number:	2814354	CARDIOLOGY NEWS
Registration Number:	3824563	CARDIOLOGY NEWS
Registration Number:	4603455	CLINICAL ENDOCRINOLOGY NEWS
Registration Number:	3195306	CLINICAL NEUROLOGY NEWS
Registration Number:	0160161	
Registration Number:	4757375	CLINICALEDGE
Registration Number:	1760819	CLINICIAN REVIEWS
Registration Number:	5516578	CLOSING THE LOOP ON THE CANCER CONVERSAT
Registration Number:	1596968	COSMETIC DERMATOLOGY
Registration Number:	2778787	CURRENT PSYCHIATRY
Registration Number:	0803447	CUTIS
Registration Number:	4899644	DERMATOLOGY NEWS
Registration Number:	0922418	EMERGENCY MEDICINE
Registration Number:	5057246	EVIDENCE-BASED PRACTICAL INFORMATION FOR
Registration Number:	1741241	FAMILY PRACTICE NEWS

Property Type	Number	Word Mark
Registration Number:	2394714	FEDERAL PRACTITIONER
Registration Number:	2497347	HEALTHY SKIN & HAIR
Registration Number:	4975110	HEMATOLOGY NEWS
Registration Number:	5326060	HEMATOLOGY NEWS
Registration Number:	5490765	HEMATOLOGY TIMES
Registration Number:	0829484	HOSPITAL PHYSICIAN
Registration Number:	4931668	HOSPITAL PHYSICIAN
Registration Number:	4603456	HOSPITALIST NEWS
Registration Number:	5298366	IDPRACTITIONER
Registration Number:	1971263	INTERNAL MEDICINE NEWS
Registration Number:	1917289	JCOM
Registration Number:	4931667	JCOM JOURNAL OF CLINICAL OUTCOMES MANAGE
Registration Number:	3176315	JOURNAL OF CLINICAL OUTCOMES MANAGEMENT
Registration Number:	4931669	JOURNAL OF CLINICAL OUTCOMES MANAGEMENT
Registration Number:	4706268	MEDSTAT!
Registration Number:	2012890	NEUROLOGY REVIEWS
Registration Number:	1816813	OB.GYN.NEWS
Registration Number:	2487026	OBG MANAGEMENT
Registration Number:	1624818	PEDIATRIC NEWS
Registration Number:	1603694	PHYSICIANS' TRAVEL & MEETING GUIDE
Registration Number:	2739294	RHEUMATOLOGY NEWS
Registration Number:	2799488	RHEUMATOLOGY NEWS
Registration Number:	4655187	SEMINARS IN CUTANEOUS MEDICINE AND SURGE
Registration Number:	2348191	SEMINARS IN MEDICAL PRACTICE
Registration Number:	5066858	SEMINARS IN MEDICAL PRACTICE
Registration Number:	1718032	SKIN & ALLERGY NEWS
Registration Number:	1926753	THE AMERICAN JOURNAL OF ORTHOPEDICS
Registration Number:	1229788	THE FEMALE PATIENT
Registration Number:	4599143	THE JOURNAL OF COMMUNITY AND SUPPORTIVE
Registration Number:	1255281	THE JOURNAL OF FAMILY PRACTICE
Registration Number:	4603457	THE ONCOLOGY REPORT
Registration Number:	5440277	THE SARCOMA JOURNAL OFFICIAL JOURNAL OFT
Registration Number:	5213044	CARDIOVASCULAR & RESPIRATORY SUMMIT CARP
Registration Number:	5406075	CARDIOVASCULAR, ALLERGY & RESPIRATORY SU
Registration Number:	2914025	CARIBBEAN DERMATOLOGY SYMPOSIUM
Registration Number:	4750751	COASTAL DERMATOLOGY SYMPOSIUM
Registration Number:	4348716	FEMALE UROLOGY & UROGYNECOLOGY SYMPOSIUM
Registration Number:	5352434	INNOVATIVE TECHNIQUES

Property Type	Number	Word Mark
Registration Number:	4948228	INNOVATIVE TECHNIQUES THE KNEE COURSE
Registration Number:	4714250	LAS VEGAS DERMATOLOGY SEMINAR
Registration Number:	4356186	MISS MINIMALLY INVASIVE SURGERY SYMPOSIU
Registration Number:	5213045	OB/GYN BOARD MASTER
Registration Number:	4232431	PAGS PELVIC ANATOMY AND GYNECOLOGIC SURG
Registration Number:	5168796	PAIN CARE FOR PRIMARY CARE
Registration Number:	4754462	PERSPECTIVES IN RHEUMATIC DISEASES
Registration Number:	5700943	PSYCHIATRY UPDATE
Registration Number:	4865295	SKIN DISEASE EDUCATION FOUNDATION'S HAWA
Registration Number:	5527865	SKIN DISEASE EDUCATION FOUNDATION
Registration Number:	4131604	SOLVING CLINICAL CHALLENGES, IMPROVING P
Registration Number:	4721798	SUMMIT IN AESTHETIC MEDICINE
Registration Number:	4721800	WOMEN'S & PEDIATRIC DERMATOLOGY SEMINAR
Registration Number:	4196137	MEDS METABOLIC & ENDOCRINE DISEASE SUMMI
Serial Number:	88089550	MEDGE
Serial Number:	87808636	FOCUS ON NEUROPSYCHIATRY
Serial Number:	87808664	PSYCHOPHARMACOLOGY UPDATE
Serial Number:	88191580	THE ASK INITIATIVE
Serial Number:	88191591	THE ASK INITIATIVE

CORRESPONDENCE DATA

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

NAME OF SUBMITTER: John Garces, Esq.

SIGNATURE: /John Garces/

DATE SIGNED: 05/03/2023

Total Attachments: 8

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**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of September 30, 2019, is made by the undersigned (each, the “Grantor”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain 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 be further amended, restated, supplemented or otherwise modified from time to time, the “Credit 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”), 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 LLC Borrower, the “Borrower” and collectively, the “Borrowers”), the Lenders from time to time party thereto, and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

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 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 Second 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 is hereby acknowledged, and in order to induce the Lenders to make loans, 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.

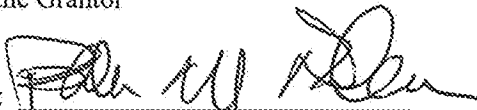
4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (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.


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.

FRONTLINE MEDICAL COMMUNICATIONS, INC.,
as the Grantor

By: 
Name: Blake DeSimone
Title: CFO

GLOBAL ACADEMY FOR MEDICAL EDUCATION, LLC,
as the Grantor

By: 
Name: Blake DeSimone
Title: CFO

[Grant of Second Lien Security Interest in Trademark Rights (Frontline)]

TRADEMARK
REEL: 008057 FRAME: 0984

ROYAL BANK OF CANADA,
as the Collateral Agent

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

[Grant of Second Lien Security Interest in Trademark Rights (Frontline)]

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

FRONTLINE MEDICAL COMMUNICATIONS, INC.

Registered:

Company	Mark	Country	Serial No.	Registration Date	Registration No.
Frontline	CARDIOLOGY NEWS	US2	76497481	2/10/04	2814354
Frontline	CARDIOLOGY NEWS	US3	77891529	7/27/10	3824563
Frontline	CLINICAL ENDOCRINOLOGY NEWS	US	86100110	9/9/14	4603455
Frontline	CLINICAL NEUROLOGY NEWS	US2	78516563	1/2/07	3195306
Frontline	CLINICAL PSYCHIATRY NEWS	US	74184562	6/2/92	160161
Frontline	CLINICALEDGE	US	86271390	6/16/15	4757375
Frontline	CLINICIAN REVIEWS	US	74090060	3/23/93	1760819
Frontline	CLOSING THE LOOP ON THE CANCER CONVERSATION	US	87298741	7/17/18	5516578
Frontline	COSMETIC DERMATOLOGY	US1	73773538	5/15/90	1596968
Frontline	CURRENT PSYCHIATRY	US	76326573	10/28/03	2778787
Frontline	CUTIS	US	72219700	2/8/66	803447
Frontline	DERMATOLOGY NEWS	US	86503189	2/9/16	4899644
Frontline	EMERGENCY MEDICINE	Canada	352110	7/5/74	TMA200.25
Frontline	EMERGENCY MEDICINE	US	72374334	10/19/71	922418
Frontline	EVIDENCE-BASED PRACTICAL INFORMATION FOR IMPROVING HEALTH CARE QUALITY	US	86675787	10/22/16	5057246
Frontline	FAMILY PRACTICE NEWS	US	74184152	12/22/92	1741241
Frontline	FEDERAL PRACTITIONER	US	75550934	10/17/00	2394714
Frontline	HEALTHY SKIN & HAIR	US	76049099	10/9/01	2497347
Frontline	HEMATOLOGY NEWS	US	86678863	6/7/16	4975110
Frontline	HEMATOLOGY NEWS	US2	87523302	10/31/17	5326060
Frontline	HEMATOLOGY TIMES	US	87652887	6/12/18	5490765
Frontline	HOSPITAL PHYSICIAN	US1	72234922	5/30/67	829484
Frontline	HOSPITAL PHYSICIAN	US2	86674439	4/5/16	4931668
Frontline	HOSPITALIST NEWS	US	86100129	9/9/14	4603456
Frontline	IDPRACTITIONER	US	86795788	9/26/17	5298366
Frontline	INTERNAL MEDICINE NEWS	US	74664732	4/30/96	1971263
Frontline	JCOM	US	74802503	9/5/95	1917289
Frontline	JCOM JOURNAL OF CLINICAL OUTCOMES MANAGEMENT & DESIGN	US	86674319	4/5/16	4931667
Frontline	JOURNAL OF CLINICAL OUTCOMES MANAGEMENT	US1	78640180	11/28/06	3176315
Frontline	JOURNAL OF CLINICAL OUTCOMES MANAGEMENT	US2	86674550	4/5/16	4931669

Company	Mark	Country	Serial No.	Registration Date	Registration No.
Frontline	MEDSTAT!	US	86053964	3/24/15	4706268
Frontline	NEUROLOGY REVIEWS	US	74313340	10/29/96	2012890
Frontline	OB. GYN NEWS	US	74184151	1/18/94	1816813
Frontline	OBG MANAGEMENT	US	75910666	9/11/01	2487026
Frontline	PEDIATRIC NEWS	US	74031849	11/27/90	1624818
Frontline	PHYSICIANS' TRAVEL & MEETING GUIDE	US	73817843	6/26/90	1603694
Frontline	RHEUMATOLOGY NEWS	US1	76411801	7/15/03	2739294
Frontline	RHEUMATOLOGY NEWS	US2	76412606	12/23/03	2799488
Frontline	SEMINARS IN CUTANEOUS MEDICINE & SURGERY	US	86100144	12/16/14	4655187
Frontline	SEMINARS IN MEDICAL PRACTICE	US1	75550066	5/9/00	2348191
Frontline	SEMINARS IN MEDICAL PRACTICE	US2	86674676	10/25/16	5066858
Frontline	SKIN & ALLERGY NEWS	US	74184359	9/22/92	1718032
Frontline	THE AMERICAN JOURNAL OF ORTHOPEDICS	US	74531483	10/10/95	1926753
Frontline	THE FEMALE PATIENT	US1	73371303	3/8/83	1229788
Frontline	THE JOURNAL OF COMMUNITY AND SUPPORTIVE ONCOLOGY	US	86191763	9/2/14	4599143
Frontline	THE JOURNAL OF FAMILY PRACTICE (STYLIZED)	US	73292243	10/25/83	1255281
Frontline	THE ONCOLOGY REPORT	US	86100165	9/9/14	4603457
Frontline	THE SARCOMA JOURNAL OFFICIAL JOURNAL OF THE SARCOMA FOUNDATION OF AMERICA	US	87687273	4/3/18	5440277

Applications:

Company	Mark	Country	Filing Date	Serial No.
Frontline	MDEDGE	US	08/23/18	88089550

GLOBAL ACADEMY FOR MEDICAL EDUCATION, LLC

Registered Trademarks:

Company	Mark	Country	Serial No.	Registration Date	Registration No.
GAME	CARDIOVASCULAR & RESPIRATORY SUMMIT CARPS	US	87204319	5/30/17	5213044
GAME	CARDIOVASCULAR, ALLERGY & RESPIRATORY SUMMIT CARPS	US2	87517866	2/20/18	5406075
GAME	CARIBBEAN DERMATOLOGY SYMPOSIUM	US	78350260	12/21/04	2914025
GAME	COASTAL DERMATOLOGY SYMPOSIUM	US	86271410	6/9/15	4750751
GAME	FEMALE UROLOGY & UROGYNECOLOGY SYMPOSIUM (FUUS)	US	85404259	6/11/13	4348716
GAME	INNOVATIVE TECHNIQUES	US2	87518130	12/5/17	5352434
GAME	INNOVATIVE TECHNIQUES THE KNEE COURSE	US	86655712	4/26/16	4948228
GAME	LAS VEGAS DERMATOLOGY SEMINAR	US	86276839	3/31/15	4714250
GAME	MISS MINIMALLY INVASIVE SURGERY SYMPOSIUM	US	85404352	6/25/13	4356186
GAME	OB/GYN BOARD MASTER	US	87204325	5/30/17	5213045
GAME	PAGS (PELVIC ANATOMY AND GYNECOLOGIC SURGERY SYMPOSIUM)	US	85404356	10/30/12	4232431
GAME	PAIN CARE FOR PRIMARY CARE	US	87204328	3/21/17	5168796
GAME	PERSPECTIVES IN RHEUMATIC DISEASES	US	86271430	6/16/15	4754462
GAME	PSYCHIATRY UDATE	US	87808652	3/19/19	5700943
GAME	SDEF'S HAWAII DERMATOLOGY SERMINAR	US	86271475	12/8/15	4865295
GAME	SKIN DISEASE EDUCATION FOUNDATION	US	87518156	7/31/18	5527865
GAME	SOLVING CLINICAL CHALLENGES	US	85404360	4/24/12	4131604

Company	Mark	Country	Serial No.	Registration Date	Registration No.
GAME	SUMMIT IN AESTHETIC MEDICINE	US	86272187	4/14/15	4721798
GAME	WOMEN'S & PEDIATRIC DERMATOLOGY SEMINAR	US	86276817	4/14/15	4721800
GAME	MEDS METABOLIC & ENDOCRINE DISEASE SUMMIT	US	85404348	8/21/12	4196137

Trademark Applications:

Company	Mark	Country	Filing Date	Serial No.
GAME	FOCUS ON NEUROPSYCHIATRY	US	02/23/18	87808636
GAME	PSYCHOPHARMACOLOGY UPDATE	US	02/23/18	87808664
GAME	THE ASK INITIATIVE	US	11/13/19	88191580
GAME	THE ASK INITIATIVE & DESIGN	US	11/13/19	88191591