

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEALTH PLAN INTERMEDIARIES HOLDINGS, LLC		05/24/2023	Limited Liability Company: DELAWARE
HEALTHPOCKET, INC.		05/24/2023	Corporation: DELAWARE
TOGETHERHEALTH PAP, LLC		05/24/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB		
Street Address:	500 Delaware Avenue		
Internal Address:	11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5962135	MYBENEFITSKEEPER	
Registration Number:	5587124	HIIQ	
Registration Number:	4798077	H HEALTH INSURANCE INNOVATIONS	
Registration Number:	4754245	AGILE HEALTHPLANS	
Registration Number:	4826442	AGILEHEALTHINSURANCE	
Registration Number:	4482673	H	
Registration Number:	4430109	MILLIONS OF PEOPLE SAVING BILLIONS OF DO	
Registration Number:	6217392	ASEGUMED	
Registration Number:	5268145	UNINSURED HELPLINE	
Registration Number:	5268144	MEDICARE COVERAGE HELPLINE	
Registration Number:	6164941	TOGETHERHEALTH	
Registration Number:	6456833	BENEFYTT	
Registration Number:	6489042	HEALTHINSURANCE.COM	
Serial Number:	97653378	AGILE ADMIN	

CH \$440.00 5962135

Property Type	Number	Word Mark
Serial Number:	97574366	AGILE INSURANCE
Serial Number:	97653402	A AGILE ADMIN
Serial Number:	97574369	A AGILE INSURANCE

CORRESPONDENCE DATA

Fax Number: 3128622200

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: 3128622272

Email: carrie.rosenberg@kirkland.com

Correspondent Name: Carrie Rosenberg

Address Line 1: Kirkland and Ellis

Address Line 2: 300 N LaSalle

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	34231-902
NAME OF SUBMITTER:	Carrie Rosenberg
SIGNATURE:	/Carrie Rosenberg/
DATE SIGNED:	05/24/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (SHORT FORM)

Trademark Security Agreement, dated as of May 24, 2023, by HEALTH PLAN INTERMEDIARIES HOLDINGS, LLC, a Delaware limited liability company (“**Health Plan**”), HEALTHPOCKET, INC., a Delaware corporation (“**HealthPocket**”), TOGETHERHEALTH PAP, LLC, a Delaware limited liability company (“**Together Health**” and together with Health Plan and HealthPocket, individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Debtor-In-Possession Security Agreement dated as of May 24, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Subject to the entry of the Orders and the terms thereof, each Grantor hereby collaterally assigns and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties and their permitted successors and assigns, a continuing security interest in, and lien on, all of its right, title and interest in any and all of the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks and Trademark applications of such Grantor listed on Schedule I attached hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by the foregoing;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, misappropriation, violation or misuse with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (e) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

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 Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein. 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.

SECTION 4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.11 of the Security Agreement, the Administrative Agent shall, at the expense and reasonable request of such Grantor, promptly execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Trademark Security Agreement, without recourse to or representation or warranty by the Administrative Agent of any kind.

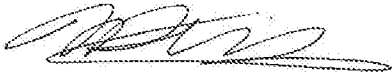
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

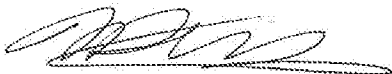
SECTION 7. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND TO THE EXTENT APPLICABLE, THE U.S. BANKRUPTCY CODE.

[Signature pages follow.]

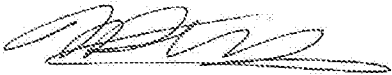
HEALTH PLAN INTERMEDIARIES HOLDINGS,
LLC

By: 
Name: Michael DeVries
Title: Chief Financial Officer

HEALTHPOCKET, INC.

By: 
Name: Michael DeVries
Title: Chief Financial Officer

TOGETHERHEALTH PAP, LLC

By: 
Name: Michael DeVries
Title: Chief Financial Officer

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as Administrative Agent

By:  _____

Name: Raye Goldsborough
Title: Vice President

**Schedule I
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

Owner	Mark	Reg. No.	Reg. Date
Health Plan Intermediaries Holdings, LLC	MYBENEFITSKEEPER and Design	5962135	01/14/20
Health Plan Intermediaries Holdings, LLC	HIQ	5587124	10/16/18
Health Plan Intermediaries Holdings, LLC	H HEALTH INSURANCE INNOVATIONS and Design	4798077	08/25/15
Health Plan Intermediaries Holdings, LLC	AGILE HEALTHPLANS	4754245	06/16/15
HealthPocket, Inc.	AGILEHEALTHINSURANCE	4826442	10/06/15
HealthPocket, Inc.	H and Design	4482673	02/11/14
HealthPocket, Inc.	MILLIONS OF PEOPLE SAVING BILLIONS OF DOLLARS	4430109	11/05/13
HealthPocket, Inc.	ASEGUMED	6217392	12/08/20
TOGETHERHEALTH PAP, LLC	UNINSURED HELPLINE	5268145	08/15/17
TOGETHERHEALTH PAP, LLC	MEDICARE COVERAGE HELPLINE	5268144	08/15/17
TOGETHERHEALTH PAP, LLC	TOGETHERHEALTH	6164941	09/29/20
Health Plan Intermediaries Holdings, LLC	BENEFYTT and Design	6456833	08/17/2021
Health Plan Intermediaries Holdings, LLC	HEALTHINSURANCE.COM and Design	6489042	09/21/2021

Applications:

Owner	Mark	Appl. No.	Filing Date
Health Plan Intermediaries Holdings, LLC	AGILE ADMIN	97653378	10/28/2022
Health Plan Intermediaries Holdings, LLC	AGILE INSURANCE	97574366	09/01/2022
Health Plan Intermediaries Holdings, LLC	A AGILE ADMIN and Design	97653402	10/28/2022
Health Plan Intermediaries Holdings, LLC	A AGILE INSURANCE and Design	97574369	09/01/2022