

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERLY WELL, INC.		07/17/2023	Corporation: DELAWARE
EVERLY HEALTH, INC.		07/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 MAIN STREET, SUITE 2500		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97522325	EVERLY HEALTH SOLUTIONS	
Serial Number:	97577294	SPOTWELL	
Serial Number:	98065348	EVERLY HEALTH	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	3 Embarcadero Center, 20th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	321831-158		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	07/18/2023		
Total Attachments: 3			
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TRADEMARK SECURITY AGREEMENT

July 17, 2023

WHEREAS, each of EVERLY WELL, INC., a Delaware corporation, and EVERLY HEALTH, INC., a Delaware corporation (each, a “*Grantor*”), is a party to that certain Security Agreement, dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among each Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which each Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including without limitation the trademarks and trademark applications listed on the **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that each Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of such Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any “intent to use” trademark applications filed with the United States Patent and Trademark Office for which a statement of use has not been filed (but only until such statement of use is filed)).

Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

EVERLY WELL, INC., as Grantor

DocuSigned by:
By: Julia Cheek
11DD75AA7FA64DA...
Name: Julia Cheek
Title: Chief Executive Officer

EVERLY HEALTH, INC., as Grantor

DocuSigned by:
By: Julia Cheek
11DD75AA7FA64DA...
Name: Julia Cheek
Title: Chief Executive Officer

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Everly Health, Inc.	EVERLY HEALTH SOLUTIONS	97522325	07/27/2022	—	—
Everly Well, Inc.	SPOTWELL	97577294	09/02/2022	—	—
Everly Health, Inc.	Everly Health	98065348	06/29/2023	-	-