# OP \$440.00 6489042

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM838754

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BLUE LANTERN HEALTH, LLC		09/11/2023	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	TRUIST BANK, as First Out Agent
Street Address:	303 Peachtree Street, N.E., 25th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Corporation: NORTH CAROLINA

#### **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	6489042	HEALTHINSURANCE.COM
Registration Number:	6456833	BENEFYTT
Registration Number:	6217392	ASEGUMED
Registration Number:	6164941	TOGETHERHEALTH
Registration Number:	5962135	MYBENEFITSKEEPER
Registration Number:	5587124	HIIQ
Registration Number:	5268145	UNINSURED HELPLINE
Registration Number:	5268144	MEDICARE COVERAGE HELPLINE
Registration Number:	4826442	AGILEHEALTHINSURANCE
Registration Number:	4798077	H HEALTH INSURANCE INNOVATIONS
Registration Number:	4754245	AGILE HEALTHPLANS
Registration Number:	4482673	Н
Registration Number:	4430109	MILLIONS OF PEOPLE SAVING BILLIONS OF DO
Serial Number:	97653402	A AGILE ADMIN
Serial Number:	97653378	AGILE ADMIN
Serial Number:	97574369	A AGILE INSURANCE
Serial Number:	97574366	AGILE INSURANCE

#### **CORRESPONDENCE DATA**

TRADEMARK

REEL: 008195 FRAME: 0513

900799741

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	410643.000447
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	09/12/2023

#### **Total Attachments: 5**

source=TSA - Blue Lantern Health, LLC to Truist Bank, as First Out Agent#page1.tif source=TSA - Blue Lantern Health, LLC to Truist Bank, as First Out Agent#page2.tif source=TSA - Blue Lantern Health, LLC to Truist Bank, as First Out Agent#page3.tif source=TSA - Blue Lantern Health, LLC to Truist Bank, as First Out Agent#page4.tif source=TSA - Blue Lantern Health, LLC to Truist Bank, as First Out Agent#page5.tif

#### TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of September 11, 2023, by Blue Lantern Health, LLC (the "**Grantor**"), in favor of TRUIST BANK, as First Out Agent (in such capacity, the "**First Out Agent**").

#### <u>W I T N E S S E T H</u>:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 11, 2023, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the First Out Agent, for the benefit of the First Out Secured Parties, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Out Secured Parties to enter into the Term Loan Credit Agreement, the Grantor hereby agrees with the First Out Agent as follows:

SECTION 1. <u>Defined Terms</u>. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby collaterally assigns and pledges to the First Out Agent, its successors and permitted assigns, for the benefit of the First Out Secured Parties, and hereby grants to the First Out Agent, its successors and permitted assigns, for the benefit of the First Out Secured Parties and their permitted successors and assigns, 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 the Grantor:

- (a) registered Trademarks and Trademark applications of the 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. <u>The Security Agreement</u>. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Out Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and

affirms that the rights and remedies of the First Out 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 unless the First Out Agent and the Grantor shall otherwise determine.

SECTION 4. <u>Termination or Release</u>. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.11 thereof, the First Out Agent shall, at the expense of the Grantor, promptly execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of the Grantor under this Trademark Security Agreement.

SECTION 5. <u>Counterparts</u>. 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. <u>Recordation</u>. The 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.

[Signature pages follow.]

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## BLUE LANTERN HEALTH, LLC

By:

Name: Michael Delmes
Title: CFO

[Trademark Security Agreement]

TRUIST BANK, as First Out Agent

By:

Name: Title:

Strik WE B

[Trademark Security Agreement]

#### Schedule I

# Blue Lantern Health, LLC (Delaware Limited Liability Company)

#### **U.S. Trademarks**

## **Trademark Registrations**

Mark	Reg. No.	Reg. Date
HEALTHINSURANCE.COM and Design	6489042	09/21/2021
BENEFYTT and Design	6456833	08/17/2021
ASEGUMED	6217392	12/08/2020
TOGETHERHEALTH	6164941	09/29/2020
MYBENEFITSKEEPER and Design	5962135	01/14/2020
HIIQ	5587124	10/16/2018
UNINSURED HELPLINE	5268145	08/15/2017
MEDICARE COVERAGE HELPLINE	5268144	08/15/2017
AGILEHEALTHINSURANCE	4826442	10/06/2015
H HEALTH INSURANCE INNOVATIONS and Design	4798077	08/25/2015
AGILE HEALTHPLANS	4754245	06/16/2015
H and Design	4482673	02/11/2014
MILLIONS OF PEOPLE SAVING BILLIONS OF	4430109	11/05/2013
DOLLARS		

# **Trademark Applications**

Mark	Appl. No.	Filing Date
A AGILE ADMIN (Stylized)	97653402	10/28/2022
AGILE ADMIN	97653378	10/28/2022
A AGILE INSURANCE (Stylized)	97574369	09/01/2022
AGILE INSURANCE	97574366	09/01/2022

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**RECORDED: 09/12/2023**