

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854741

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthComp, LLC		11/08/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3855947	HEALTHCOMP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	063053-0038		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	11/20/2023		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of Alter Domus (US) LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of November 8, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees 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 meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby 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, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding to any of the foregoing throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions 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. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or other electronic transmission (i.e., a “pdf” or “tif”) of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated thereby shall be deemed to include

Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. The term “**Electronic Signature**” means an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity with the intent to sign, authenticate or accept such contract or record.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VIRGIN PULSE, INC., as a GRANTOR

By: Christopher Michalak
Name: Chris Michalak
Title: Chief Executive Officer and President

WELLTOK, INC., as a GRANTOR

By: Christopher Michalak
Name: Chris Michalak
Title: President

HEALTHCOMP, LLC, as a GRANTOR

By: _____
Name: Thomas Georgouses
Title: General Counsel and Corporate Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


VIRGIN PULSE, INC., as a GRANTOR

By: _____
Name: Chris Michalak
Title: Chief Executive Officer and President

WELLTOK, INC., as a GRANTOR

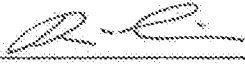
By: _____
Name: Chris Michalak
Title: President

HEALTHCOMP, LLC, as a GRANTOR

By: 
Name: Thomas Georgouses
Title: General Counsel and Corporate Secretary

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC,
as Administrative Agent

By: 
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

* Merger of RedBrick Health Corporation with and into Virgin Pulse, Inc. to be filed with the USPTO.

** Merger of SimplyWell, Inc. with and into Virgin Pulse, Inc. to be filed with the USPTO.

Grantor	Mark	Registration No.	Registration Date
Virgin Pulse, Inc.	CHANGING LIVES FOR GOOD	5209625	5/23/2017
Virgin Pulse, Inc.	HOMEBASE FOR HEALTH	6246254	1/12/2021
Virgin Pulse, Inc.	HOMEBASE FOR HEALTH	6246255	1/12/2021
Virgin Pulse, Inc.	IGNITE	5280599	9/5/2017
Virgin Pulse, Inc.*	REDBRICK HEALTH	3559760	1/13/2009
Virgin Pulse, Inc.*	REDBRICK HEALTH	3556150	1/6/2009
Virgin Pulse, Inc.*	JOURNEYS	4940575	4/19/2016
Virgin Pulse, Inc.*	NEXT-STEPS CONSULT	5283403	9/12/2017
Virgin Pulse, Inc.**	SIMPLYWELL	5740720	4/30/2019
Virgin Pulse, Inc.**	SIMPLYWELL	2815159	2/17/2004
Virgin Pulse, Inc.**	YOUR FUTURE. YOUR HEALTH.	2984168	8/9/2005
Welltok, Inc.	ACUMEN	3989521	7/5/2011
Welltok, Inc.	B TEXT4BABY Design	3908050	1/18/2011
Welltok, Inc.	BE WELL REWARDED	4813521	9/15/2015
Welltok, Inc.	CW CAFEWELL Logo	4809275	9/8/2015
Welltok, Inc.	CAFÉ WELL	3874257	11/9/2010

Welltok, Inc.	CAFEWELL	4804692	9/1/2015
Welltok, Inc.	CAFEWELL CONCIERGE	5005803	7/26/2016
Welltok, Inc.	CARE4LIFE	4189344	2/17/2004
Welltok, Inc.	CARE4LIFE	5103404	12/20/2016
Welltok, Inc.	DECISIONOLOGY	4569841	7/15/2014
Welltok, Inc.	ENGAGEME	4305012	3/19/2013
Welltok, Inc.	HARMONIX	6493818	9/21/2021
Welltok, Inc.	PATIENTOLOGY	4713277	3/31/2015
Welltok, Inc.	PHYSICIANOLOGY	4427766	11/5/2013
Welltok, Inc.	QUIT4BABY	5606394	11/13/2018
Welltok, Inc.	SILVERLINK	2938171	4/5/2005
Welltok, Inc.	TEXT2QUIT	3985201	6/28/2011
Welltok, Inc.	TEXT4BABY Logo	3908050	1/18/2011
Welltok, Inc.	TEXT4BABY	3911112	1/25/2011
Welltok, Inc.	TEXT4KIDS	4238931	11/6/2012
Welltok, Inc.	THE THIRD ESSENTIAL PLATFORM	5692028	3/5/2019
Welltok, Inc.	TXT4HEALTH	4235196	10/30/2012
Welltok, Inc.	WELLPASS	5228901	6/20/2017
Welltok, Inc.	WELLPASS	5228900	6/20/2017
Welltok, Inc.	WELLTOK	3769109	3/30/2010
Welltok, Inc.	WELLTOK	4804693	9/1/2015
Welltok, Inc.	WELLTOK CONSUMER ACTIVATION PLATFORM	6150814	9/15/2020

HealthComp, LLC	HEALTHCOMP	3,855,947	10/5/2010
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