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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI113867

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMPLOYER HEALTH INNOVATION ROUNDTABLE, LLC		03/22/2024	Limited Liability Company: MINNESOTA

RECEIVING PARTY DATA

Company Name:	Barings Finance LLC, as Administrative Agent	
Street Address:	300 SOUTH TRYON STREET, SUITE 2500	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	6121748	EHIR
Registration Number:	6121749	EHIR
Registration Number:	6121750	HPIR
Registration Number:	6121751	HPIR

CORRESPONDENCE DATA

Fax Number: 2149813400

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: (214)981-3483
Email: dclark@sidley.com

Correspondent Name: Dusan Clark
Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	034632-30760
NAME OF SUBMITTER:	CHARNELLE CLARK
SIGNATURE:	CHARNELLE CLARK
DATE SIGNED:	03/22/2024

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 22, 2024, (the "<u>Trademark Security Agreement</u>") by EMPLOYER HEALTH INNOVATION ROUNDTABLE, LLC (the "<u>Grantor</u>"), in favor of BARINGS FINANCE LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, the "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, reference is made to that certain Senior Secured Credit Agreement, dated as of March 22, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among W50 INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company ("Holdings"), W50 HOLDINGS, LLC, a Delaware limited liability company (the "Borrower"), the other Guarantors party thereto from time to time and BARINGS FINANCE LLC, as Administrative Agent and Swing Line Lender, and each lender from time to time party thereto (collectively, the "Lenders");

WHEREAS, the Grantor is a party to a Security Agreement dated as of March 22, 2024 (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 Grantor is 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 Grantor hereby agrees with the Administrative 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 and the Credit Agreement.

SECTION 2. <u>Grant of Security Interest in Trademark Collateral</u>. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

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 the Grantor hereby acknowledges and affirms 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 herein by reference. 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 Administrative Agent shall otherwise determine.

SECTION 4. <u>Termination</u>. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks 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.

[Signature pages follow]

EMPLOYER HEALTH INNOVATION ROUNDTABLE, LLC

By: <u>ken Davis</u>

Name: Ken Davis

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

BARINGS FINANCE LLC, as Administrative Agent

By:

Name: Jeremy Henrich Title: Managing Director

Schedule I Trademark Registrations and Use Applications

Reg	gistrations:	

OWNER	REGISTRATION NUMBER	TRADEMARK
Employer Health Innovation Roundtable, LLC	6,121,748	EHIR
Employer Health Innovation Roundtable, LLC	6,121,749	E H I R (AND DESIGN)
Employer Health Innovation Roundtable, LLC	6,121,750	HPIR
Employer Health Innovation Roundtable, LLC	6,121,751	HPIR (AND DESIGN)
Applications:	APPLICATION	
OWNER	NUMBER	TRADEMARK
N/A	N/A	N/A

TRADEMARK REEL: 008377 FRAME: 0499

RECORDED: 03/22/2024