

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI131891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZING HEALTH HOLDINGS, INC.		03/29/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CRG SERVICING LLC		
Street Address:	1000 Main Street, Ste. 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6067384	Z ZING HEALTH	
Registration Number:	7305341	IT'S A ZING THING	
Registration Number:	6902842	LIVE AMAZING	
Registration Number:	6904760	CAMPAIGN FOR HEALTH OUTCOME IMPROVEMENTS AND COMMUNITY EXPERIENCES (CHOICE)	
CORRESPONDENCE DATA			
Fax Number:	2142000583		
<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:	2128354858		
Email:	Annie.Allison@haynesboone.com,eva.martinez@haynesboone.com		
Correspondent Name:	Annie Allison, Haynes and Boone LLP		
Address Line 1:	2801 N. Harwood St. Suite 2300		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	64704.04		
NAME OF SUBMITTER:	Eva Martinez		
SIGNATURE:	Eva Martinez		
DATE SIGNED:	03/29/2024		
Total Attachments: 3			

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TRADEMARK SECURITY AGREEMENT

March 29, 2024

WHEREAS, ZING HEALTH HOLDINGS, INC., a Delaware corporation (the “Grantor”), is a party to (a) that certain Security Agreement, dated as of March 29, 2024 (as amended, 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 the 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 the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties (here and hereafter as such term is defined in the Term Loan Agreement (as defined below)), a security interest in all of such Grantor’s right, title and interest in, to and under substantially all of its personal property, including without limitation the trademarks listed on Schedule A hereto and (b) that certain Term Loan Agreement, dated as of March 29, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “Term Loan Agreement”), among the Grantor as borrower, the subsidiary guarantors from time to time party thereto and Administrative Agent; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the United States 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 payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Term Loan Agreement), the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, goodwill, and interest in, to and under all of the trademark registrations and pending applications listed on Schedule A hereto. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

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

ZING HEALTH HOLDINGS, INC., as the
Grantor

By:  _____
Name: Andrew Clifton
Title: President and Chief Executive Officer

ZING HEALTH HOLDINGS, INC.
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008384 FRAME: 0351

Schedule A to Trademark
Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

U.S. Trademark Registration(s):

Mark	Reg. No.	Reg. Date
Z ZING HEALTH	6067384	6/2/2020
IT'S A ZING THING	7305341	2/13/2024
LIVE AMAZING	6902842	11/15/2022
CAMPAIGN FOR HEALTH OUTCOME IMPROVEMENTS AND COMMUNITY EXPERIENCES (CHOICE)	6904760	11/22/2022