

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450801

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
REMEDY HEALTH GROUP, LLC		11/10/2017	Corporation: DELAWARE
RHGH, LLC		11/10/2017	Limited Liability Company: DELAWARE
Remedy Health Associates, LLC		11/10/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	PNC Bank, National Association, as Agent
<b>Street Address:</b>	Two Tower Center Boulevard
<b>City:</b>	East Brunswick
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08816
<b>Entity Type:</b>	Association: UNITED STATES

## PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	3597042	CARECENTRAL
Registration Number:	3608308	
Registration Number:	2818134	DIABETES FOCUS
Registration Number:	2335966	DRUG CHECKER
Registration Number:	2537101	FOODFIT
Registration Number:	2582877	FOODFIT.COM
Registration Number:	3435515	GET ACTIVE. EAT BETTER. UNWIND.
Serial Number:	87064554	GO2DR
Registration Number:	2945931	HEALTHCENTRAL
Registration Number:	2410643	HEALTHCENTRAL
Registration Number:	3903607	HEALTHCENTRAL MOOD 24/7
Registration Number:	3934244	HEALTHCOMMUNITIES.COM
Registration Number:	2693601	HEALTHSCOUT
Registration Number:	2440314	HEALTHSQUARE
Registration Number:	3895852	INTELECARE

OP \$915.00 3597042

Property Type	Number	Word Mark
Registration Number:	3660535	INTELECARE
Registration Number:	2688961	MDCHOICE
Registration Number:	3868892	MOOD 24/7
Serial Number:	87297408	MOOD 24/7
Registration Number:	4962229	MY MD&ME
Registration Number:	4653086	R
Serial Number:	86596704	REAL EXPERTS REAL ANSWERS REAL INSPIRATI
Serial Number:	86596713	REAL PEOPLE REAL ANSWERS REAL INSPIRATIO
Registration Number:	4400687	REMEDY
Registration Number:	2615377	REMEDY
Registration Number:	4897247	REMEDY HEALTH GUIDES
Registration Number:	4720423	REMEDY HEALTH MEDIA
Registration Number:	4799936	REMEDY+
Registration Number:	4958032	REMEDYMD
Registration Number:	4653087	REMEDY'S HEALTHY LIVING
Registration Number:	4752535	THE BODY
Registration Number:	2044710	THE BODY
Registration Number:	2054807	THE BODY
Registration Number:	4752537	THE BODY PRO
Registration Number:	4752539	THE BODY PRO THE HIV RESOURCE FOR HEALTH
Registration Number:	4752538	THE BODY THE COMPLETE HIV/AIDS RESOURCE

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** james.murray@wolterskluwer.com

**Correspondent Name:** Jim Murray

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Corenda R. Lewis
<b>SIGNATURE:</b>	/Corenda R. Lewis/
<b>DATE SIGNED:</b>	11/14/2017

**Total Attachments: 14**

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page1.tif

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page2.tif

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page3.tif

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page4.tif

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page5.tif

source=Trademark Coversheet & IP Security Agreement - file with USPTO#page6.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page7.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page8.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page9.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page10.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page11.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page12.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page13.tif  
source=Trademark Coversheet & IP Security Agreement - file with USPTO#page14.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 10, 2017, is made by the undersigned (collectively, the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), as agent for Lenders (as hereinafter defined) (PNC, in such capacity, "Agent").

### BACKGROUND

Pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of November 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among REMEDY HEALTH GROUP, LLC, a Delaware limited liability company ("Remedy"), and together with each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each, a "Borrower"), RHGH, LLC, a Delaware limited liability company ("Holdings"), REMEDY HEALTH ASSOCIATES, LLC, a Delaware limited liability company ("Associates"), and together with Holdings and each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each, a "Guarantor", and collectively with the Borrowers, the "Loan Parties" and each, a "Loan Party"), the financial institutions which are now or which hereafter become a party thereto as lenders (collectively, the "Lenders" and each individually, a "Lender") and Agent. Agent and Lenders have agreed to make the Advances for the benefit of the Borrowers.

Agent and Lenders are willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental

registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, for the benefit of Lenders, a continuing first priority security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks, including all goodwill of the business connected with the use of, and symbolized by each Trademark, and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Agent for the benefit of Agent and each Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In the event Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright

Office or any similar office or agency, Grantor shall (i) use commercially reasonable efforts to notify Agent in writing of such application and (ii) execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary or reasonably requested by Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual

Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

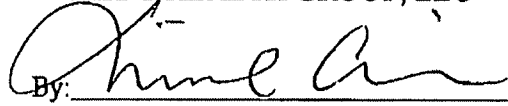
8. Termination Of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon termination of the Loan Agreement.

[Remainder of Page Intentionally Left Blank]



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

REMEDY HEALTH GROUP, LLC

By: 

Name: Michael Cunnion  
Title: Chief Executive Officer

RHGH, LLC

By: 

Name: Michael Cunnion  
Title: Chief Executive Officer

REMEDY HEALTH ASSOCIATES, LLC

By: 

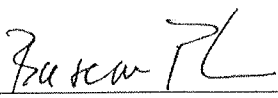
Name: Michael Cunnion  
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 006204 FRAME: 0393

ACCEPTED and ACKNOWLEDGED  
as of the date first written above by:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Name: Basem Pharaon

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006204 FRAME: 0394**

SCHEDULE I  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

SCHEDULE II  
to  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

See attached.

II. TRADEMARK APPLICATIONS


See attached.



III. TRADEMARK LICENSES




None.

**Schedule 5.9  
Intellectual Property, Source Code Escrow Agreements**

Trademarks:

<b>Loan Party Name</b>	<b>Title</b>	<b>Application Number and Date</b>	<b>Registration Number and Date</b>	<b>Country</b>
Remedy Health Group, LLC	<b>CARECENTRAL</b>	77081178 Jan. 11, 2007	3597042 Mar. 31, 2009	U.S.
Remedy Health Group, LLC	<b>Design Only</b> 	77432529 Mar. 26, 2008	3608308 Apr. 21, 2009	U.S.
Remedy Health Group, LLC	<b>DIABETES FOCUS</b>	76417490 Jun. 3, 2002	2818134 Feb. 24, 2004	U.S.
Remedy Health Group, LLC	<b>DRUG CHECKER</b>	75711247 May 20, 1999	2335966 Mar. 28, 2000	U.S.
Remedy Health Group, LLC	<b>FOODFIT</b>	75769186 Aug. 6, 1999	2537101 Feb. 5, 2002	U.S.
Remedy Health Group, LLC	<b>FOODFIT.COM</b>	75768636 Aug. 5, 1999	2582877 Jun. 18, 2002	U.S.
Remedy Health Group, LLC	<b>GET ACTIVE. EAT BETTER. UNWIND.</b>	77288675 Sep. 25, 2007	3435515 May 27, 208	U.S.
Remedy Health Group, LLC	<b>GO2DR</b>	87064554 Jun. 8, 2016		U.S.
Remedy Health Group, LLC	<b>HEALTHCENTRAL</b>	78307531 Sep. 30, 2003	2945931 May 3, 2005	U.S.
Remedy Health Group, LLC	<b>HEALTHCENTRAL</b>	75877371 Dec. 20, 1999	2410643 Dec. 5, 2000	U.S.
Remedy Health Group, LLC	<b>HEALTHCENTRAL MOOD 24/7</b>	85040587 May 17, 2010	3903607 Jan. 11, 2011	U.S.
Remedy Health Group, LLC	<b>HEALTH-COMMUNITIES.COM</b>	85083683 Jul. 13, 2010	3934244 Mar. 22, 2011	U.S.
Remedy Health Group, LLC	<b>HEALTHSCOUT</b>	75491138 May 27, 1998	2693601 Mar. 4, 2003	U.S.

Remedy Health Group, LLC	<b>HEALTHSQUARE</b>	75811025 Sep. 29, 1999	2440314 Apr. 3, 2001	U.S.
Remedy Health Group, LLC	<b>INTELECARE</b>	77430863 Mar. 25, 2008	3895852 Dec. 28, 2010	U.S.
Remedy Health Group, LLC	<b>INTELECARE and Design</b>  	77641390 Dec.30, 2008	3660535 Jul. 28, 2009	U.S.
Remedy Health Group, LLC	<b>MDCHOICE</b>	75871593 Feb. 18, 2003	2688961 Dec. 14, 1999	U.S.
Remedy Health Group, LLC	<b>MOOD 24/7</b>	85040585 May 17, 2010	3868892 Oct. 26, 2010	U.S.
Remedy Health Group, LLC	<b>MOOD 24/7</b>	87297408 Jan. 11, 2017		U.S.
Remedy Health Group, LLC	<b>MY MD&amp;ME</b>	86028972 Aug. 5, 2013	4962229 May 24, 2016	U.S.
Remedy Health Group, LLC	<b>R and Design</b>  	85139721 Sep. 28, 2010	4653086 Dec. 9, 2014	U.S.
Remedy Health Group, LLC	<b>REAL EXPERTS REAL ANSWERS REAL INSPIRATION</b>	86596704 Apr. 14, 2015		U.S.
Remedy Health Group, LLC	<b>REAL PEOPLE REAL ANSWERS REAL INSPIRATION</b>	86596713 Apr. 14, 2015		U.S.
Remedy Health Group, LLC	<b>REMEDY</b>	85422414 Sep. 14, 2011	4400687 Sep. 10, 2013	U.S.
Remedy Health Group, LLC	<b>REMEDY</b>	76377517 Mar. 4, 2002	2615377 Sep. 3, 2002	U.S.
Remedy Health Group, LLC	<b>REMEDY HEALTH GUIDES</b>	86455229 Nov. 14, 2014	4897247 Feb. 9, 2016	U.S.

Remedy Health Group, LLC	<b>REMEDY HEALTH MEDIA</b>	85034377 May 10, 2010	4720423 Apr. 14, 2015	U.S.
Remedy Health Group, LLC	<b>REMEDY+</b>	85422420 Sep. 14, 2011	4799936 Aug. 25, 2015	U.S.
Remedy Health Group, LLC	<b>REMEDYMD</b>	85003997 Apr. 1, 2010	4958032 May 17, 2016	U.S.
Remedy Health Group, LLC	<b>REMEDY'S HEALTHY LIVING</b>	85139732 Sep. 28, 2010	4653087 Dec. 9, 2014	U.S.
Remedy Health Group, LLC	<b>THE BODY</b>	86044278 Aug. 21, 2013	4752535 Jun. 9, 2015	U.S.
Remedy Health Group, LLC	<b>THE BODY</b>	74665917 Apr. 25, 1995	2044710 Mar. 11, 1997	U.S.
Remedy Health Group, LLC	<b>THE BODY and Design</b>   <u>THE</u> BODY	75078481 Mar. 26, 1996	2054807 Apr. 22, 1997	U.S.
Remedy Health Group, LLC	<b>THE BODY PRO</b>	86044342 Aug. 21, 2013	4752537 Jun. 9, 2015	U.S.
Remedy Health Group, LLC	<b>THE BODY PRO THE HIV RESOURCE FOR HEALTH PROFESSIONALS and Design</b>   <b>THE BODY PRO</b> <small>The HIV Resource for Health Professionals</small>	86044381 Aug. 21, 2013	4752539 Jun. 9, 2015	U.S.
Remedy Health Group, LLC	<b>THE BODY THE COMPLETE HIV/AIDS RESOURCE and Design</b>   <b>THE BODY</b> <small>The Complete HIV/AIDS Resource</small>	86044369 Aug. 21, 2013	4752538 Jun. 9, 2015	U.S.