

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IODINE, INC.		10/12/2018	Corporation: DELAWARE
GOODRX, INC.		10/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as the Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5181876	IODINE	
Registration Number:	5181877	IODINE	
Registration Number:	5181878	IODINE	
Registration Number:	5181879	IODINE	
Registration Number:	4175396	GOODRX	
Registration Number:	5471622		
Registration Number:	5342627	GOODRX	
Registration Number:	5342628	GOODRX	
Registration Number:	5337149	GOODRX GOLD	
Registration Number:	5337150	GOODRX GOLD	
Serial Number:	87339160		
Serial Number:	87787066	GOODRX 360	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		

OP \$315.00 5181876

Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Ste 1130
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1147904 TM

NAME OF SUBMITTER: Christian Craft

SIGNATURE: /Christian Craft/

DATE SIGNED: 11/01/2019

Total Attachments: 6

source=Geology - First Lien Trademark Security Agreement (Executed)#page3.tif

source=Geology - First Lien Trademark Security Agreement (Executed)#page4.tif

source=Geology - First Lien Trademark Security Agreement (Executed)#page5.tif

source=Geology - First Lien Trademark Security Agreement (Executed)#page6.tif

source=Geology - First Lien Trademark Security Agreement (Executed)#page7.tif

source=Geology - First Lien Trademark Security Agreement (Executed)#page8.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2018, (this "Agreement") is made by **IODINE, INC.**, a Delaware corporation, and **GOODRX, INC.**, a Delaware corporation (individually, each a "**Grantor**" and collectively, the "**Grantors**"), in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, the Grantors are party to a First Lien Security Agreement dated as of October 12, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and are required to execute and deliver this First Lien Trademark Security Agreement (this "**Agreement**"); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, the Grantors hereby grant and pledge to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of each Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of each Grantor's business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

(iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely 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 or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This 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 for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

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

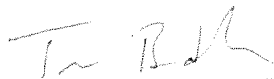
IODINE, INC.,
a Delaware corporation

By: 
Name: Trevor Z. Bezdek
Title: Chief Financial Officer

[Signature Page to First Lien Patent Security Agreement]

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

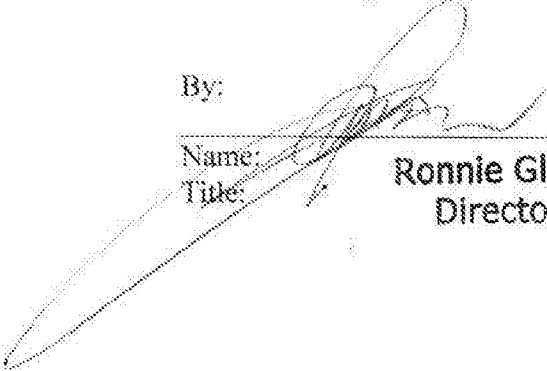
GOODRX, INC.,
a Delaware corporation

By: 
Name: Trevor Z. Bezdek
Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement]

BARCLAYS BANK PLC.
as Collateral Agent

By:



A large, stylized handwritten signature in black ink is written over a horizontal dotted line. The signature is slanted and appears to read 'Ronnie Glenn'.

Name:
Title:


Ronnie Glenn
Director

[Signature Page to First Lien Trademark Security Agreement]

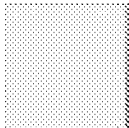
SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

<u>Grantor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Iodine, Inc.	Iodine	5181876	04/11/17
Iodine, Inc.	Iodine	5181877	04/11/17
Iodine, Inc.	Iodine	5181878	04/11/17
Iodine, Inc.	Iodine	5181879	04/11/17
GoodRx, Inc.	GOODRX	4175396	07/17/12
GoodRx, Inc.	Design Only	5471622	05/15/18
			
GoodRx, Inc.	GOODRX	5342627	11/21/17
GoodRx, Inc.	GOODRX	5342628	11/21/17
GoodRx, Inc.	GOODRX GOLD	5337149	11/14/17
GoodRx, Inc.	GOODRX GOLD	5337150	11/14/17
GoodRx, Inc.	GOODRX 360	N/A	N/A

Trademark Applications:

<u>Grantor</u>	<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
GoodRx, Inc.	Design Only	87339160	02/16/17
			
GoodRx, Inc.	GOODRX 360	87787066	02/06/18