

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Online Doctor, LLC		03/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2070852	HELPPRO	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	03/31/2021		
Total Attachments: 5			
source=OneCare - executed Trademark Security Agreement - Online Doctor LLC#page1.tif			
source=OneCare - executed Trademark Security Agreement - Online Doctor LLC#page2.tif			
source=OneCare - executed Trademark Security Agreement - Online Doctor LLC#page3.tif			
source=OneCare - executed Trademark Security Agreement - Online Doctor LLC#page4.tif			
source=OneCare - executed Trademark Security Agreement - Online Doctor LLC#page5.tif			

OP \$40.00 2070852

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of March 29, 2021, between the undersigned (the “Grantor”) and JPMorgan Chase Bank, N.A. (the “Lender”), on behalf of the Lender and the other Secured Parties (as defined in the Credit Agreement, as defined below).

WITNESSETH

A. Credit Agreement dated as of March 29, 2021 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”) by and among Grantor, OneCare Media, LLC, a Delaware limited liability company (“Borrower”), Best Mattress, LLC, a Delaware limited liability company, Family Living Today, LLC, a Delaware limited liability company, Plant Based Remedies, LLC, a Delaware limited liability company, Sleep.org, LLC, a Delaware limited liability company, Tuck.com, LLC, a Delaware limited liability company, Lab Tests, LLC, a Delaware limited liability company, and Lender, the Lender has agreed, subject to the satisfaction of certain terms and conditions, enter into and extend credit to the Borrower under the Credit Agreement; and

B. WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement, dated as of March 29, 2021, to the Lender (as amended or otherwise modified from time to time, the “Security Agreement”); and

C. WHEREAS, as a condition precedent to extend credit to the Borrower under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Parties for the benefit of the Secured Parties a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lender to extend credit to the Borrower under the Credit Agreement, Grantor agrees, for the benefit of the Secured Parties, as follows:

(1) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

(2) Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Grantor does hereby grant to the Secured Parties a security interest in, all of the following property of Grantor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

- i) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether Grantor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;
- ii) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including

without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

iii) all renewals of any of the items described in clauses (i) and (ii);

iv) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (i), (ii) and (iii); and

v) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

(3) Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

(4) Release of Security Interest. The Lender shall, upon the written request of the Grantor, execute and deliver to the Grantor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Copyright Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, or (b) if the sale or other disposition of such Copyright Collateral is not permitted under the terms of the Credit Agreement, provided that the Lender shall have consented in writing to such sale or disposition in accordance with the terms thereof.

(5) Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

(6) Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

(7) Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


GRANTOR:

ONLINE DOCTOR, LLC

By: 
Name: Kristina Liu
Its: Chief Financial Officer

SECURED PARTIES:

JPMORGAN CHASE BANK, N.A., as Lender and on
behalf of Secured Parties

By: 
Name: John D' Alessandro
Its: Authorized Officer

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
HELPPRO	N/A	N/A	2,070,852	6/10/1997 – note 1

Note 1: Online Doctor, LLC acquired this trademark from HelpNet, Inc., d/b/a HelpPRO, who is currently shown as the record owner of the trademark. HelpNet, Inc. has assigned this trademark to Online Doctor, LLC and filed that assignment with the United States Patent and Trademark Office, but the USPTO records have not been updated yet.