

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM805006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JOBSON MEDICAL INFORMATION, LLC		08/13/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Royal Bank of Canada, as Agent
<b>Street Address:</b>	20 King Street West, 4th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3171209	20/20 EUROPE
Registration Number:	5406224	20/20
Registration Number:	3934084	CENSUS
Registration Number:	3142042	EYEFIND
Registration Number:	4238658	EYEREP
Registration Number:	3896253	EYE VOTE
Registration Number:	3896251	EYEVOTE
Registration Number:	4403685	GEOMETRICS
Registration Number:	3893996	INSIGHT
Registration Number:	3144741	JOBSON
Registration Number:	4474417	JOBSON INTERACTIVE
Registration Number:	4474423	JOBSON INTERACTIVE
Registration Number:	3229688	KIDZBIZ

## CORRESPONDENCE DATA

Fax Number: 2125305219

*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.*

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**Phone:** 212-530-5878  
**Email:** dcip@milbank.com, jgarces@milbank.com  
**Correspondent Name:** John Garces, Esq.  
**Address Line 1:** 55 Hudson Yards  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** New York, NEW YORK 10001-2163

**ATTORNEY DOCKET NUMBER:** 28302.74200

**NAME OF SUBMITTER:** John Garces, Esq.

**SIGNATURE:** /John Garces/

**DATE SIGNED:** 04/21/2023

**Total Attachments: 5**

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**SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of August 13, 2018, is made by the undersigned (each, the “Grantor”), in favor of Royal Bank of Canada, as collateral agent (in such capacity, the “Agent”) in connection with that certain Second Lien Credit Agreement, dated as of July 8, 2014 (as supplemented by that certain Joinder Agreement dated as of June 5, 2015, as amended by Amendment No. 1 to Credit Agreement, dated as of March 8, 2017, Amendment No. 2 to Credit Agreement, dated as of September 15, 2017, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among IB Aggregator I L.P., a Delaware limited partnership (“Parent I”), IB Aggregator II L.P., a Delaware limited partnership (“Parent II”), Indigo Intermediate Co I, LLC, a Delaware limited liability company (“IntermediateCo I”), Indigo Intermediate Co II, LLC, a Delaware limited liability company (“IntermediateCo II” and, together with Parent I, Parent II and IntermediateCo I, each a “Parent” and collectively, the “Parents”), Micro Holding Corp., a Delaware corporation (“Corp Borrower”), MH Sub I, LLC, a Delaware limited liability company (“LLC Borrower”), and WebMD Health Corp., a Delaware corporation (the “Wave Borrower”) and, together with the Corp Borrower and the LLC Borrower, the “Borrower” and collectively, the “Borrowers”), the Lenders from time to time party thereto, and Royal Bank of Canada, as the Administrative Agent and the Collateral Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of July 8, 2014, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Lenders to make loans, Grantor agrees, for the benefit of the Agent and 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 or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application

shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. 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. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

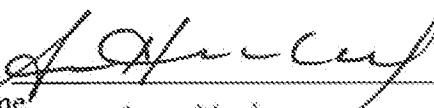
JOBSON MEDICAL INFORMATION, LLC,  
as the Grantor

By:   
Name: Derek Winston  
Title: CFO

[Grant of Security Interest in Trademark Rights (Jobson)]

**TRADEMARK**  
**REEL: 008049 FRAME: 0225**

ROYAL BANK OF CANADA,  
as the Agent

By:   
Name: Ann, Hurley  
Title: Manager, Agency

[Grant of Security Interest in Trademark Rights (Jobson)]

**Schedule A**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Name of Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Jobson Medical Information, LLC	USA	20/20 EUROPE	Reg. 3,171,209	November 14, 2006
Jobson Medical Information, LLC	USA	20/20	Reg. 5406224	February 20, 2018
Jobson Medical Information, LLC	USA	CENSUS	Reg. 3,934,084	March 22, 2011
Jobson Medical Information, LLC	USA	EYEFIND	Reg. 3,142,042	September 12, 2006
Jobson Medical Information, LLC	USA	EYEREP	Reg. 4,238,658	November 6, 2012
Jobson Medical Information, LLC	USA	EYE VOTE	Reg. 3,896,253	December 28, 2010
Jobson Medical Information, LLC	USA	EYEVOTE	Reg. 3,896,251	December 28, 2010
Jobson Medical Information, LLC	USA	GEOMETRICS	Reg. 4,403,685	September 17, 2013
Jobson Medical Information, LLC	USA	INSIGHT	Reg. 3,893,996	December 21, 2010
Jobson Medical Information, LLC	USA	JOBSON	Reg. 3,144,741	September 19, 2006
Jobson Medical Information, LLC	USA	JOBSON INTERACTIVE	Reg. 4,474,417	January 28, 2014
Jobson Medical Information, LLC	USA	JOBSON INTERACTIVE	Reg. 4,474,423	January 28, 2014
Jobson Medical Information, LLC	USA	KIDZBIZ	Reg. 3,229,688	April 17, 2007