

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819576

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent		06/21/2023	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as successor Collateral Agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 63			
Property Type	Number	Word Mark	
Registration Number:	5037138	:DP SMILEINDEX	
Registration Number:	5037137	:DP SMILEMETER	
Registration Number:	5000148		
Registration Number:	4914899	:DP AMBASSADOR	
Registration Number:	4914898	:DP ATYOURSERVICE	
Registration Number:	4909793	:DP SMILESTORIES	
Registration Number:	4878521	:DP SAVINGSTRACKER	
Registration Number:	4860972	:DP SAVINGSCALCULATOR	
Registration Number:	4842098	:DP	
Registration Number:	4773808	:DP	
Registration Number:	4753026	JOIN. SAVE. SMILE.	
Registration Number:	4581347	DENTALPLANS SMILE	
Registration Number:	4581346	DENTALPLANS	
Registration Number:	4581345		
Registration Number:	4581344	SAVE.SIMPLIFY.SMILE.	
Registration Number:	4338644		
Registration Number:	4346271	DENTAL HYGENIE	
Registration Number:	2699357	CHILD HEALTH MANAGER	

CH \$1590.00 5037138

Property Type	Number	Word Mark
Registration Number:	3464848	HEALTHQUOTIENT
Registration Number:	1978357	MEDSCAPE
Registration Number:	2069424	MEDPULSE
Registration Number:	2083103	MEDICINENET
Registration Number:	2149805	MEDCITE
Registration Number:	2187823	EMEDICINE
Registration Number:	2349285	WEBMD
Registration Number:	2394818	WEBMD
Registration Number:	2410642	RXLIST
Registration Number:	2566891	THEHEART.ORG
Registration Number:	2583955	HEARTWIRE
Registration Number:	3034393	MEDTERMS
Registration Number:	3128335	WEBMD HEALTH MANAGER
Registration Number:	3477973	WEBMD
Registration Number:	4161690	HIT YOUR STRIDE
Registration Number:	4165255	READY! SET! MOVE!
Registration Number:	4354474	HEALTH CONCIERGE
Registration Number:	4521371	BETTER INFORMATION. BETTER HEALTH.
Registration Number:	4552039	FIT
Registration Number:	4560565	FIT
Registration Number:	4617796	FITQ
Registration Number:	4782232	PAIN COACH
Registration Number:	4846276	WELLNESS AT YOUR SIDE
Registration Number:	5045766	DIGITAL HEALTH ASSISTANT
Registration Number:	5119779	HEALTHY TARGET
Registration Number:	4430262	MEDSIMS
Registration Number:	4493297	AIME
Registration Number:	4523598	TRIALSIMS
Registration Number:	2054302	COMINCENTS
Registration Number:	5259455	CLINICAL COMPOSER
Registration Number:	4204462	AVADO
Registration Number:	1625810	THE PROEXPORTER NETWORK
Serial Number:	87438172	REAL. SMART. SAVINGS.
Serial Number:	87258596	CONVENIENT. HEALTHY. SAVINGS.
Serial Number:	87258572	BUMBLEBEE MD
Serial Number:	87258587	FASTER HEALTHCARE. SWEETER BENEFITS.
Serial Number:	87258582	
Serial Number:	87350726	:DENTALPLANS.COM

Property Type	Number	Word Mark
Serial Number:	87096365	MEDICINE 3.0
Serial Number:	87148115	WEBMDRX
Serial Number:	87188547	CLINICAL COMPOSER
Serial Number:	87202870	BRANDALERT
Serial Number:	87202873	BRANDDIRECT
Serial Number:	87476208	INTELLIGENT COMMUNICATIONS PLATFORM
Serial Number:	87443890	CARDIAC INNOVATE

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.00058
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	06/26/2023

Total Attachments: 11

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Assignment and Assumption of First Lien Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of June 21, 2023 (the “Effective Date”), is made by Credit Suisse AG, Cayman Islands Branch having an address of Eleven Madison Avenue, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Royal Bank of Canada, having an address of 155 Wellington Street West, 8th Floor, Toronto, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, WebMD Health Services Group, Inc., a Delaware corporation, DentalPlans.com, Inc., a Florida corporation, WebMD, LLC, a Delaware limited liability company, Avado, Inc., a Delaware corporation, Medsite LLC, a Delaware limited liability company, PRX Holdings Corp., a Delaware corporation (collectively, the “Grantors”), and the Assignor entered into (i) that certain Grant of Security Interest in Trademark Rights, dated as of September 15, 2017 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on September 15, 2017 at reel/frame 6155/0883, pursuant to that certain First Lien Security Agreement, dated as of July 8, 2014 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), in favor of the Assignor, and (ii) that certain First 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 that certain Amendment No. 1 to First Lien Credit Agreement, dated as of March 8, 2017, as amended by that certain Amendment No. 2 to First Lien Credit Agreement, dated as of September 15, 2017, as supplemented by that certain 2018 March Joinder Agreement, dated as of March 20, 2018, as supplemented and amended by that certain 2020 June Joinder Agreement and Extension Amendment, dated as of June 18, 2020, as supplemented by that certain 2020 November Joinder Agreement, dated as of November 18, 2020, as supplemented by that certain 2021 February Joinder Agreement, dated as of February 23, 2021, as supplemented by that certain 2021 November Joinder Agreement, dated as of November 30, 2021, as supplemented and amended by that certain Incremental Revolving Joinder Agreement and Extension Amendment, dated as of November 30, 2021, as amended by that certain Amendment No. 3 to First Lien Credit Agreement, dated as of August 25, 2022, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), by and among, among others, the Borrowers, the Parents, the Assignor, as administrative agent and collateral agent, and the Lenders party thereto from time to time, pursuant to which the Assignor received from the Grantors a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks set forth on Schedule A attached hereto and made a part hereof and the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (the “Trademark Collateral”) 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; and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the United States Patent and Trademark Office (the "USPTO"). The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The execution and delivery of this Assignment and Assumption shall be deemed to include electronic signatures on electronic platforms approved by the parties hereto, which shall be of the same legal effect, validity or enforceability as delivery of a manually executed signature, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that upon the request of any party hereto, such electronic signature shall be promptly followed by the original thereof.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH



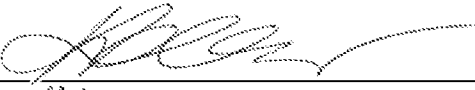
By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory



By: _____
Name: Nawshaer Safi
Title: Authorized Signatory

Accepted:

ROYAL BANK OF CANADA

By:  _____

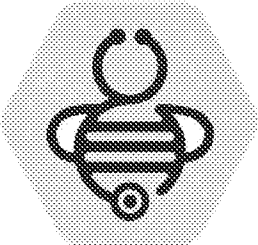
Name: **Heiena Sadowski**
Title: **Manager, Agency**

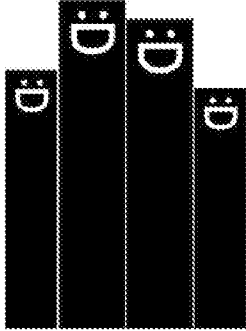
Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

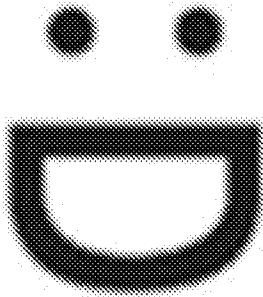
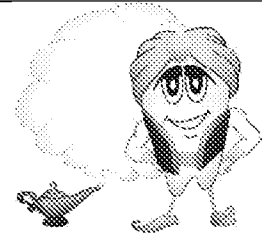
Reel 6155 / Frame 0883

1. Trademarks owned by DentalPlans.com, Inc.

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
REAL. SMART. SAVINGS.	87438172	5/05/17	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10 th Street Plantation, FL 33324	Pending
CONVENIENT. HEALTHY. SAVINGS.	87258596	12/06/16	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10th Street Plantation, FL 33324	Pending
BUMBLEBEE MD	87258572	12/06/16	--	--	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending
FASTER HEALTHCARE. SWEETER BENEFITS.	87258587	12/06/16	--	--	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending
	87258582	12/06/16			DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Pending

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
:DentalPlans.com	87350726	02/27/17	--	--	DentalPlans.com, Inc. Suite 200 8100 SW 10th Street Plantation, FL 33324	Pending
:DP SmileIndex	86461312	11/21/14	5037138	09/06/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SmileMeter	86461308	11/21/14	5037137	09/06/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	86772150	09/29/15	5000148	07/12/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP Ambassador	86461314	11/21/14	4914899	03/08/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP AtYourService	86461266	11/21/14	4914898	03/08/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
:DP SmileStories	86461305	11/21/14	4909793	03/01/16	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SavingsTracker	86461287	11/21/14	4878521	12/29/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP SavingsCalculator	86461278	11/21/14	4860972	11/24/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP	86235298	03/28/14	4842098	10/27/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DP	86235305	03/28/14	4773808	07/14/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
JOIN. SAVE. SMILE.	86235313	03/28/14	4753026	06/09/15	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

<u>MARK</u>	<u>APPLN NO.</u>	<u>FILED</u>	<u>REGN NO.</u>	<u>REGN DATE</u>	<u>OWNER</u>	<u>STATUS</u>
:DentalPlans Smile.	85931918	05/14/13	4581347	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
:DentalPlans	85931911	05/14/13	4581346	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	85931880	05/14/13	4581345	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
SAVE.SIMPLIFY.SMILE.	85931871	05/14/13	4581344	08/05/14	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
	85741325	09/28/12	4338644	05/21/13	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered
DENTAL HYGENIE	85741316	09/28/12	4346271	06/04/13	DentalPlans.com, Inc. Suite 2000 8100 SW 10th Street Plantation, FL 33324	Registered

2. Trademarks owned by WebMd Health Services Group, Inc.

Trademark	Registration No.	Application No.
CHILD HEALTH MANAGER	2,699,357	76173738
HEALTHQUOTIENT	3,464,848	75903245

3. Trademarks owned by WebMd, LLC

Trademark	Registration No.	Application No.
MEDSCAPE	1,978,357	74694062
MEDPULSE	2,069,424	75105531
MEDICINENET	2,083,103	75030662
MEDCITE	2,149,805	75202915
EMEDICINE	2,187,823	75373629
WEBMD	2,349,285	75418921
WEBMD	2,394,818	75600384
RXLIST	2,410,642	75877370
THEHEART.ORG	2,566,891	76126940
HEARTWIRE	2,583,955	76000954
MEDTERMS	3,034,393	78385885
WEBMD HEALTH MANAGER	3,128,335	76561379
WEBMD	3,477,973	78619789
HIT YOUR STRIDE	4,161,690	85019603
READY! SET! MOVE!	4,165,255	85147940
HEALTH CONCIERGE	4,354,474	85312250
BETTER INFORMATION. BETTER HEALTH.	4,521,371	86065338
FIT	4,552,039	85147954
FIT	4,560,565	85147948

Trademark	Registration No.	Application No.
FITQ	4,617,796	85147944
PAIN COACH	4,782,232	85554043
WELLNESS AT YOUR SIDE	4,846,276	85527730
DIGITAL HEALTH ASSISTANT	5,045,766	85527732
HEALTHY TARGET	5,119,779	86202820
MEDSIMS	4,430,262	85921258
AIME	4,493,297	85574132
TRIALSIMS	4,523,598	85929826
COMINCENTS	2,054,302	75014835
MEDICINE 3.0	N/A	87096365
WEBMDRX	N/A	87148115
CLINICAL COMPOSER	N/A	87188547
CLINICAL COMPOSER	5259455	87188555
BRANDALERT	N/A	87202870
BRANDDIRECT	N/A	87202873
INTELLIGENT COMMUNICATIONS PLATFORM	N/A	87476208

4. Trademarks owned by Avado, Inc.

Trademark	Registration No.	Application No.
AVADO	4,204,462	85322945

5. Trademarks owned by Medsite LLC

Trademark	Registration No.	Application No.
CARDIAC INNOVATE	n/a	87443890

6. Trademark owned by PRX Holdings, LLC

Trademark	Registration No.	Application No.
THE PROEXPORTER NETWORK	1625810	74036089