

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM819581

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: 66			
Property Type	Number	Word Mark	
Registration Number:	3091266	FASTGUIDES	
Registration Number:	1637931	HEALTHPATH	
Registration Number:	2558603	KRAMES	
Registration Number:	3174746	STAYWELL SOLUTIONS	
Registration Number:	3104647	STAYWELL SOLUTIONS	
Registration Number:	3104648	STAYWELL SOLUTIONS	
Registration Number:	3121420	STAYWELL SOLUTIONS	
Registration Number:	2683056	EAT FOR THE HEALTH OF IT	
Registration Number:	3426519	EXIT-WRITER	
Registration Number:	3258042	HEALTHGUIDE	
Registration Number:	2049135	HEALTHPATH	
Registration Number:	2069398	HEALTHSTEP	
Registration Number:	1889656	HEALTHSTEP	
Registration Number:	2781806	INFORMATION PRESCRIPTION	
Registration Number:	2659107	JUST A MINUTE	
Registration Number:	3773017	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH	
Registration Number:	3773018	KRAMES GO-TO-GUIDE FOR LIVING WELL WITH	
Registration Number:	3773019	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHH	

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Property Type	Number	Word Mark
Registration Number:	3773020	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHH
Registration Number:	3854587	KRAMES GO-TO-GUIDE FOR LIVING WELL WITHT
Registration Number:	3871408	KRAMES GO-TO-GUIDES
Registration Number:	3769209	KRAMES GO-TO-GUIDES MULTIMEDIA SELF-CARE
Registration Number:	3992500	KRAMES HEALTHY CONNECTIONS
Registration Number:	3320520	KRAMES INFORMATION THERAPY
Registration Number:	2335587	KRAMES ON-DEMAND
Registration Number:	3961045	KRAMES ONLINE
Registration Number:	3911893	KRAMES PATIENT CONSENT
Registration Number:	3961053	KRAMES PATIENT EDUCATION
Registration Number:	3895184	KRAMES WEBCONNECT
Registration Number:	2651880	MOVE TO IMPROVE
Registration Number:	2769349	NEXTSTEPS
Registration Number:	3958892	REACH YOUR PEAK
Registration Number:	3330716	RECORD WRITER
Registration Number:	3768613	STAYWELL CHOICE
Registration Number:	2366379	STAYWELL ONLINE
Registration Number:	2651879	STEP IT UP!
Registration Number:	3811571	TIME OUT FOR HEALTH
Registration Number:	2729335	WIRED.MD
Registration Number:	3909092	WRAPPING UP WELLNESS
Registration Number:	1189585	STAYWELL
Registration Number:	4130629	STAYWELL
Registration Number:	2595108	ABOUT YOUR HEALTH
Registration Number:	1841833	BEST OF HEALTH
Registration Number:	2407558	GROWING UP HEALTHY
Registration Number:	1770040	HEALTH & YOU
Registration Number:	2596207	HEALTH BRIEFS
Registration Number:	2323645	HEALTH ON TARGET
Registration Number:	2662938	HEALTHY DECISIONS
Registration Number:	2026103	HEALTHY NOW
Registration Number:	2281820	IN TOUCH WITH HEALTH
Registration Number:	2497456	MAKE HEALTH HAPPEN
Registration Number:	2299105	REGARDING CHILDREN
Registration Number:	2346685	REGARDING HEALTH
Registration Number:	2766276	REGARDING HEALTH OUTBOUND
Registration Number:	2363966	REGARDING WOMEN & HEALTHCARE
Registration Number:	2532518	WEBVERSION COMPANION

Property Type	Number	Word Mark
Registration Number:	5519959	STAYWELL IQ
Registration Number:	5737920	STAYWELL
Registration Number:	5738043	ILLUMINATING THE PATH TO BETTER HEALTH
Registration Number:	5754979	PROVATA
Registration Number:	5708096	P PROVATA
Registration Number:	5581281	STAYWELL DIGIREACH
Registration Number:	4944195	LEARN IDENTIFY ACT
Registration Number:	4817640	HEALTHY TEAM HEALTHY U
Serial Number:	88420710	MY STAYWELL
Serial Number:	88704194	STAYWELL

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: 8

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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, The Staywell Company, LLC, a Delaware limited liability company (the “Grantor”), and the Assignor entered into (i) that certain Grant of Security Interest in Trademark Rights, dated as of May 7, 2020 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on May 18, 2020 at reel/frame 6941/0074, 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



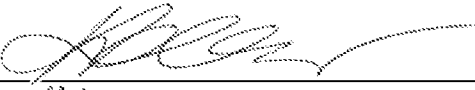
By: _____
Name: D. Andrew Maletta
Title: Authorized Signatory



By: _____
Name: Nawshaer Safi
Title: Authorized Signatory

Accepted:

ROYAL BANK OF CANADA

By:  _____

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

Schedule A

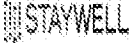
TRADEMARK REGISTRATIONS AND APPLICATIONS

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Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
FASTGUIDE	Registered	78/442,935	6/29/2004	3,091,266	5/9/2006
HEALTHPATH	Registered	74/033,059	2/27/1990	1,637,931	3/12/1991
KRAMES	Registered	76/243,518	4/19/2001	2,558,603	4/9/2002
STAYWELL SOLUTIONS	Registered	78/284,111	8/6/2003	3,174,746	11/21/2006
STAYWELL SOLUTIONS	Registered	78/284,118	8/6/2003	3,104,647	6/13/2006
STAYWELL SOLUTIONS	Registered	78/284,123	8/6/2003	3,104,648	6/13/2006
STAYWELL SOLUTIONS	Registered	78/284,094	8/6/2003	3,121,420	7/25/2006
EAT FOR THE HEALTH OF IT	Registered	76/359,831	1/17/2002	2,683,056	2/4/2003
EXIT-WRITER	Registered	77/271,701	9/5/2007	3,426,519	5/13/2008
HEALTHGUIDE	Registered	78/820,824	2/22/2006	3,258,042	7/3/2007
HEALTHPATH	Registered	75/104,234	5/14/1996	2,049,135	4/1/1997
HEALTHSTEP	Registered	75/104,235	5/14/1996	2,069,398	6/10/1997
HEALTHSTEP	Registered	74/424,472	8/16/1993	1,889,656	4/18/1995
INFORMATION PRESCRIPTION	Registered	78/064,041	5/16/2001	2,781,806	11/11/2003
JUST A MINUTE	Registered	76/359,832	1/17/2002	2,659,107	12/10/2002
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH ASTHMA	Registered	77/649,084	1/14/2009	3,773,017	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH COPD	Registered	77/649,092	1/14/2009	3,773,018	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH HEART DISEASE	Registered	77/649,100	1/14/2009	3,773,019	4/6/2010

Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH HEART FAILURE	Registered	77/649,105	1/14/2009	3,773,020	4/6/2010
KRAMES GO-TO-GUIDE FOR LIVING WELL WITH TYPE 2 DIABETES	Registered	77/742,855	5/22/2009	3,854,587	9/28/2010
KRAMES GO-TO-GUIDES	Registered	77/842,700	10/6/2009	3,871,408	11/2/2010
KRAMES GO-TO-GUIDES MULTIMEDIA SELF-CARE WORKBOOKS	Registered	77/742,848	5/22/2009	3,769,209	3/30/2010
KRAMES HEALTHY CONNECTIONS	Registered	85/105,314	8/11/2010	3,992,500	7/12/2011
KRAMES INFORMATION THERAPY	Registered	78/728,119	10/6/2005	3,320,520	10/23/2007
KRAMES ON-DEMAND	Registered	75/673,932	4/5/1999	2,335,587	3/28/2000
KRAMES ONLINE	Registered	85/091,754	7/23/2010	3,961,045	5/17/2011
KRAMES PATIENT CONSENT	Registered	77/808,761	8/20/2009	3,911,893	1/25/2011
KRAMES PATIENT EDUCATION	Registered	85/095,056	7/28/2010	3,961,053	5/17/2011
KRAMES WEBCONNECT	Registered	77/869,898	11/11/2009	3,895,184	12/21/2010
MOVE TO IMPROVE	Registered	76/359,748	1/17/2002	2,651,880	11/19/2002
NEXTSTEPS	Registered	78/190,766	12/3/2002	2,769,349	9/30/2003
REACH YOUR PEAK	Registered	77/876,535	11/19/2009	3,958,892	5/10/2011
RECORD WRITER	Registered	78/498,898	10/13/2004	3,330,716	11/6/2007
STAYWELL CHOICE	Registered	77/598,171	10/22/2008	3,768,613	3/30/2010
STAYWELL ONLINE	Registered	75/779,700	8/20/1999	2,366,379	7/11/2000
STEP IT UP!	Registered	76/359,726	1/17/2002	2,651,879	11/19/2002
TIME OUT FOR HEALTH	Registered	77/572,363	9/17/2008	3,811,571	6/29/2010
WIRED.MD	Registered	78/159,426	8/29/2002	2,729,335	6/24/2003
WRAPPING UP WELLNESS	Registered	77/869,902	11/11/2009	3,909,092	1/18/2011
STAYWELL	Registered	73/265,438	6/9/1980	1,189,585	2/9/1982

Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
STAYWELL	Registered	85/254,605	3/1/2011	4,130,629	4/24/2012
ABOUT YOUR HEALTH	Registered	75/878,597	12/22/1999	2,595,108	7/16/2002
BEST OF HEALTH	Registered	74/429,701	8/30/1993	1,841,833	6/28/1994
GROWING UP HEALTHY	Registered	75/329,972	7/24/1997	2,407,558	11/28/2000
HEALTH & YOU	Registered	74/315,659	9/21/1992	1,770,040	5/11/1993
HEALTH BRIEFS	Registered	75/889,989	12/22/1999	2,596,207	7/16/2002
HEALTH ON TARGET	Registered	75/594,083	11/23/1998	2,323,645	2/29/2000
HEALTHY DECISIONS	Registered	76/370,841	2/13/2002	2,662,938	12/17/2002
HEALTHY NOW	Registered	74/695,663	6/29/1995	2,026,103	12/24/1996
IN TOUCH WITH HEALTH	Inactive	75/594,082	11/23/1998	2,281,820	9/28/1999
MAKE HEALTH HAPPEN	Registered	75/594,079	11/23/1998	2,497,456	10/16/2001
REGARDING CHILDREN	Inactive	75/594,081	11/23/1998	2,299,105	12/7/1999
REGARDING HEALTH	Registered	75/574,396	10/21/1998	2,346,685	5/2/2000
REGARDING HEALTH OUTBOUND	Registered	76/371,356	2/15/2002	2,766,276	9/23/2003
REGARDING WOMEN & HEALTHCARE	Registered	75/594,084	11/23/1998	2,363,966	7/4/2000
WEBVERSION COMPANION	Registered	75/606,669	12/16/1998	2,532,518	1/22/2002
STAYWELL IQ	Registered	86/802,028	10/28/2015	5,519,959	7/17/2018
STAYWELL & Design	Registered	87/875,938	4/13/2018	5,737,920	4/30/2019
ILLUMINATING THE PATH TO BETTER HEALTH	Registered	87/935,403	5/24/2018	5,738,043	4/30/2019
PROVATA	Registered	87/941,994	5/30/2018	5,754,979	5/21/2019
P PROVATA & Design	Registered	87/941,999	5/30/2018	5,708,096	3/26/2019
MY STAYWELL	Pending	88/420,710	5/8/2019		
STAYWELL DIGIREACH	Registered	87/065,564	6/9/2016	5,581,281	10/9/2018

Trademark	Status	Application No.	Application Date	Registration No.	Registration Date
LEARN IDENTIFY ACT	Registered	86/553,144	3/4/2015	4,944,195	4/26/2016
HEALTHY TEAM HEALTHY U	Registered	86/540,220	2/19/2015	4,817,640	9/22/2015
 STAYWELL	Pending	88/704,194	11/23/2019		