

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819583

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse AG, Cayman Islands Branch, as resigning Collateral Agent		06/21/2023	Aktiengesellschaft (Ag): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as successor Collateral Agent		
<b>Street Address:</b>	155 Wellington Street West, 8th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5470063	APTUS HEALTH	
<b>Registration Number:</b>	2829278	BRAND ACCELERATOR	
<b>Registration Number:</b>	2920904	DRDRUGS	
<b>Registration Number:</b>	5448908	ENGAGEDPATIENT	
<b>Registration Number:</b>	5567367	HCPXCHANGE	
<b>Registration Number:</b>	4863544	OMNIO MEDALERT	
<b>Registration Number:</b>	4863545	OMNIO MEDALERT	
<b>Registration Number:</b>	3003186	PATIENT EXPERIENCE	
<b>Registration Number:</b>	3249170	PHYSICIANS INTERACTIVE	
<b>Registration Number:</b>	2651016	PI	
<b>Registration Number:</b>	2616329	PI	
<b>Registration Number:</b>	2653127	PI PHYSICIANS INTERACTIVE	
<b>Registration Number:</b>	4764969	QUICKSPOT	
<b>Registration Number:</b>	5237711	RXAPPEAL	
<b>Registration Number:</b>	5807573	RXPROXIMITY	
<b>Registration Number:</b>	5835410	RXREMOTE	
<b>Registration Number:</b>	5234031	RXSTART	
<b>Registration Number:</b>	5857715	RXSURVEYOR	

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Property Type	Number	Word Mark
Registration Number:	4504285	TOMORROW NETWORKS
Registration Number:	5186739	UNIVADIS
Registration Number:	5027853	UNIVADIS
Serial Number:	87366886	CARE TO ENGAGE
Serial Number:	86795021	ENGAGEDMEDIA
Serial Number:	87661105	RXPUSH

**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: 6**

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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, 8<sup>th</sup> Floor, Toronto, Ontario M5V 3K7, as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, Aptus Health, Inc., a Delaware corporation, EngagedMedia LLC, a Delaware limited liability company, Aptus Health International, Inc., a Delaware corporation (collectively, the “Grantors”), and the Assignor entered into (i) that certain First Lien Grant of Security Interest in Trademark Rights, dated as of December 13, 2019 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on December 19, 2019 at reel/frame 6820/0383, 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.

*[Remainder of Page Intentionally Left Blank]*

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**



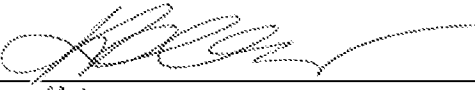
By: \_\_\_\_\_  
Name: D. Andrew Maletta  
Title: Authorized Signatory



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 6820 / Frame 0383**

No.	Trademark	Country	Status	Owner	App. No.	Appl. Date	Reg. No.	Reg. Date
1.	HEALTH	United States	Registered	Aptus Health, Inc. <sup>1</sup>	86824718	11/18/2015	5470063	05/15/2018
2.	BRAND ACCELERATOR	United States	Registered	InfoMedics, Inc. <sup>2</sup>	76435651	07/30/2002	2829278	04/06/2004
3.	CARE TO ENGAGE	United States	Filed	Aptus Health, Inc.	87366886	03/10/2017		
4.	DRDRUGS	United States	Registered	Aptus Health, Inc.	78360180	01/30/2004	2920904	01/25/2005
5.	EngagedMedia	United States	Filed	EngagedMedia, LLC	86795021	10/21/2015		
6.	EngagedPatient	United States	Registered	EngagedMedia, LLC	86794989	10/21/2015	5448908	04/17/2018
7.	HCPXCHANGE	United States	Registered	Aptus Health, Inc.	87449257	05/15/2017	5567367	09/18/2018
8.	OMNIO MEDALERT	United States	Registered	Aptus Health, Inc.	85882051	03/21/2013	4863544	12/01/2015
9.	OMNIO MEDALERT	United States	Registered	Aptus Health, Inc.	85882052	03/21/2013	4863545	12/01/2015
10.	PATIENT EXPERIENCE	United States	Registered	InfoMedics, Inc.	76435654	07/30/2002	3003186	10/04/2005
11.	PHYSICIANS INTERACTIVE	United States	Registered	Aptus Health, Inc.	78795793	01/20/2006	3249170	06/05/2007
12.	PI	United States	Registered	Aptus Health, Inc.	75887345	12/30/1999	2651016	11/19/2002

<sup>1</sup> Aptus Health, Inc. has merged into WebMD LLC.

<sup>2</sup> InfoMedics, Inc. has merged into Aptus Health, Inc.

No.	Trademark	Country	Status	Owner	App. No.	Appl. Date	Reg. No.	Reg. Date
13.	PI and Design	United States	Registered	Aptus Health, Inc.	75886889	12/30/1999	2616329	09/10/2002
14.	PI PHYSICIANS INTERACTIVE and Design	United States	Registered	Aptus Health, Inc.	75886550	12/30/1999	2653127	11/26/2002
15.	QUICKSPOT	United States	Registered	Aptus Health, Inc.	85892049	04/01/2013	4764969	06/30/2015
16.	RxAppeal	United States	Registered	EngagedMedia, LLC	86795067	10/21/2015	5237711	07/04/2017
17.	RxProximity	United States	Registered	EngagedMedia, LLC	87661075	10/26/2017	5807573	07/16/2019
18.	RxPush	United States	Filed	EngagedMedia, LLC	87661105	10/26/2017		
19.	RxRemote	United States	Registered	EngagedMedia, LLC	87660551	10/26/2017	5835410	08/13/2019
20.	RXSTART	United States	Registered	Aptus Health, Inc.	87975329	08/02/2016	5234031	06/27/2017
21.	RxSurveyor	United States	Registered	EngagedMedia, LLC	86795081	10/21/2015	5857715	09/10/2019
22.	TOMORROW NETWORKS	United States	Registered	Aptus Health, Inc.	85892050	04/01/2013	4504285	04/01/2014
23.	UNIVADIS	United States	Registered	Aptus Health International, Inc.	86005128	07/09/2013	5186739	04/18/2017
24.	UNIVADIS	United States	Registered	Aptus Health International, Inc.	86508159	01/20/2015	5027853	08/23/2016