

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Supplement No. 7 to First Lien 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: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3572688	MED HELP INTERNATIONAL	
<b>Registration Number:</b>	5159168	MEDHELP	
<b>Registration Number:</b>	3572687	MED HELP	
<b>Registration Number:</b>	3612937	VITALS	
<b>Registration Number:</b>	4742748	VITALS	
<b>Registration Number:</b>	4742744	VITALS	
<b>Registration Number:</b>	4574546	U UCOMPAREHEALTHCARE	
<b>Registration Number:</b>	4743643	VITALSCHOICE	
<b>Registration Number:</b>	4925593	VITALS SMARTSHOPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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>			
<b>Phone:</b>	202-835-7500		
<b>Email:</b>	dcip@milbank.com		
<b>Correspondent Name:</b>	Javier J. Ramos, Esq.		
<b>Address Line 1:</b>	1850 K Street, NW, Suite 1100		
<b>Address Line 2:</b>	Milbank, LLP		

CH \$240.00 3572688

<b>Address Line 4:</b>	Washington, D.C. 20006
<b>ATTORNEY DOCKET NUMBER:</b>	22946.00058
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	06/26/2023

**Total Attachments: 5**

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**Assignment and Assumption of Supplement No. 7 to First Lien Security Agreement (Vitals)**

This ASSIGNMENT AND ASSUMPTION OF SUPPLEMENT NO. 7 TO FIRST LIEN 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**, Vitals Consumer Services, LLC, a Delaware limited liability company (the “Grantor”), and the Assignor entered into (i) that certain Supplement No. 7, dated as of September 20, 2018, 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, which was recorded with the United States Patent and Trademark Office on April 21, 2023 at reel/frame 8049/0274, 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 Grantor a Security Interest in all of the Collateral (as defined in the Security Agreement) of such Grantor, including, but not limited to, the trademark registrations set forth on Schedule A attached hereto and made a part hereof (the “Trademark Collateral”) as security for the payment and performance in full 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 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 Security Agreement and 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 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**



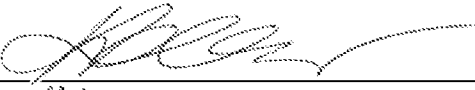
By: \_\_\_\_\_  
Name: D. Andrew Maletta  
Title: Authorized Signatory



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 8049 / FRAME 0274**

<b>Name of Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Vitals Consumer Services, LLC	Australia	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	European Union	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	International Registration	MED HELP	994246	2/18/2009
Vitals Consumer Services, LLC	USA	MED HELP INTERNATIONAL	3572688	2/10/2009
Vitals Consumer Services, LLC	USA	MEDHELP (and design)	5159168	3/14/2017
Vitals Consumer Services, LLC	USA	MED HELP	3572687	2/10/2009
Vitals Consumer Services, LLC	USA	VITALS	3612937	4/28/2009
Vitals Consumer Services, LLC	USA	VITALS	4742748	5/26/2015
Vitals Consumer Services, LLC	USA	VITALS (with design)	4742744	5/26/2015
Vitals Consumer Services, LLC	USA	UCompareHealthCare (and design)	4574546	7/29/2014
Vitals Consumer Services, LLC	USA	VitalsChoice	4743643	5/26/2015
Vitals Consumer Services, LLC	USA	VitalsSmartShopper	4925593	3/29/2016
Vitals Consumer Services, LLC	Canada	VITALS	TMA773520	8/3/2010