

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM865346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		01/02/2024	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BRIGHT HEALTH GROUP, INC.		
Street Address:	219 North 2nd Street, Suite 401		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90521545	B BRIGHT HEALTHCARE	
Serial Number:	90522360	NH NEUEHEALTH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2232006 TM REL 2		
NAME OF SUBMITTER:	Leanne Honig		
SIGNATURE:	/Leanne Honig/		
DATE SIGNED:	01/03/2024		
Total Attachments: 6			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (the “Release”) is made as of January 2, 2024, by **JPMORGAN CHASE BANK, N.A.**, as collateral agent for the Secured Parties (as defined in the Collateral Agreement referred to below) (in such capacity, the “Collateral Agent”), in favor of **BRIGHT HEALTH GROUP, INC.**, a Delaware corporation (the “Grantor”).

W I T N E S S E T H

WHEREAS, pursuant to (i) the Guarantee and Collateral Agreement dated as of March 1, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among the Company, the other Subsidiary Loan Parties from time to time party thereto, and the Collateral Agent, and (ii) that certain Trademark Security Agreement, dated November 8, 2022, by and among, inter alios, the Grantor and the Collateral Agent (the “Trademark Security Agreement”), as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Collateral Agreement granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under all Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 1, 2023 at Reel 7955, Frame 0128;

WHEREAS, the Collateral Agent’s Security Interest in specified Trademark Collateral was terminated and released pursuant to that certain Partial Termination and Release of Security Interest in Specified Trademarks, dated as of March 31, 2023, which was recorded with the United States Patent and Trademark Office on March 31, 2023 at Reel 8029, Frame 0498; and

WHEREAS, Grantor has requested, and the Collateral Agent has agreed to provide, this Release for recording in the United States Patent and Trademark Office for purposes of recording the termination, release, relinquishment and discharge of its Security Interest in the remainder of the Trademark Collateral, including, without limitation, the Trademark Collateral of the Grantor identified on Schedule A attached hereto (collectively, the “Released Trademark Collateral”).

NOW THEREFORE, for good and valuable consideration previously tendered by the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, does hereby agree as follows:

1. All capitalized terms used but not otherwise defined herein have the meanings given to them or incorporated by reference in the Trademark Security Agreement, as applicable.
2. The Collateral Agent, on behalf of itself and the Secured Parties, without representation, warranty or recourse, hereby (a) releases, relinquishes, terminates and discharges its Security Interest in and to the Released Trademark Collateral in its entirety, such that any right, title or interest of the Collateral Agent in the Released Trademark Collateral shall hereby cease and become void, and (b) re-transfers, re-conveys and re-assigns to the Grantor any and all right, title or interest of any nature whatsoever which the Collateral Agent may have acquired in and to the Released Trademark Collateral. The Collateral Agent, on behalf of itself and the Secured Parties, without representation, warranty or recourse, hereby terminates and cancels the Trademark Security Agreement.
3. The Collateral Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable governmental authority to record this Release.

4. At the request of the Grantor, the Collateral Agent, on behalf of itself and the Secured Parties, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions necessary to carry out the purposes of this Release at the Grantor's sole cost and expense.

5. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

[Signature page follows]

IN TESTIMONY WHEREOF, the Collateral Agent and the Grantors have executed this Release by their proper officers thereunto duly authorized.

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: Monica Aguirre

Name: Monica Aguirre
Title: Vice President

BRIGHT HEALTH GROUP, INC., as Grantor

DocuSigned by:

Jeff Craig

By: _____
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Name: Jeff Craig

Title: General Counsel and Corporate Secretary

Schedule A

See Attached

Trademarks/Trade Names Owned by Bright Health Group, Inc.

Registered Owner	Mark	Serial/Registration Number
Bright Health Group, Inc.	BRIGHT HEALTHCARE & Design	90521545 ¹
Bright Health Group, Inc.	NEUEHEALTH & Design	90522360 ²

¹ This is an intent-to-use trademark application and not included in the Collateral until a statement of use is filed.

² This is an intent-to-use trademark application and not included in the Collateral until a statement of use is filed.