# OP \$2015.00 852374

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM422001

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sharecare, Inc.		03/09/2017	Corporation: DELAWARE
Lucid Global, Inc.		03/09/2017	Corporation: DELAWARE
Healthways SC, LLC		03/09/2017	Limited Liability Company: DELAWARE
QH Acquisition Sub, LLC		03/09/2017	Limited Liability Company: DELAWARE
Bactes Imaging Solutions, Inc.		03/09/2017	Corporation: DELAWARE
Bactes Imaging Solutions, LLC		03/09/2017	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	Address: 2450 Colorado Avenue, Suite 3000 W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		

### **PROPERTY NUMBERS Total: 80**

Property Type	Number	Word Mark	
Serial Number:	85237442	AN APP A DAY KEEPS THE DOCTOR AWAY	
Serial Number:	85842653	ASKMD	
Serial Number:	77666496	SHARECARE	
Serial Number:	77666510	SHARE CARE	
Serial Number:	86975593	SHARING IS CARING	
Serial Number:	85256874		
Serial Number:	77627988	DAILY STRENGTH	
Serial Number:	77627987	DAILY STRENGTH	
Serial Number:	77669570		
Serial Number:	85375160	THE LITTLE BLUE BOOK	
Serial Number:	85375156	THE LITTLE BLUE BOOK	
Serial Number:	85072869	THE LITTLE BLUE BOOK MOBILE	

TRADEMARK REEL: 006024 FRAME: 0343

900400707

Property Type	Number	Word Mark			
Serial Number:	85072884	TLBB MOBILE			
Serial Number:	85293693	ADVISOR			
Serial Number:	76205918	PKC			
Serial Number:	76205919	PKC			
Serial Number:	85293165	PROFILER			
Serial Number:	78937677	QUALITYHEALTH.COM			
Serial Number:	78392966	QUALITYHEALTH			
Serial Number:	76434625	DOG AGE			
Serial Number:	76425213	DOGAGE			
Serial Number:	77575886	JOINTAGE			
Serial Number:	76182613	LIVE LIFE TO THE YOUNGEST			
Serial Number:	77575890	MOUTHAGE			
Serial Number:	77575904	PAINAGE			
Serial Number:	75119958	REAL AGE			
Serial Number:	85453405	REALAGE			
Serial Number:	78283918	REALAGE			
Serial Number:	78342798	REALAGE			
Serial Number:	74616702	REALAGE			
Serial Number:	75385246	REALAGE			
Serial Number:	77719776	REALAGE			
Serial Number:	78582068	REALAGE			
Serial Number:	77923177	RISKAGE			
Serial Number:	85448911	SEXAGE			
Serial Number:	77575907	SKIN'S REALAGE			
Serial Number:	77897907	STRESSAGE			
Serial Number:	77874178	WISEPATIENT			
Serial Number:	85794502	@HOME PAK			
Serial Number:	85418541	BLUE ZONES PROJECT BY HEALTHWAYS			
Serial Number:	78341158	EATPHIT			
Serial Number:	77536372	EMBRACE			
Serial Number:	86383306	GALLUP-HEALTHWAYS WELL-BEING 5			
Serial Number:	77363409	GALLUP-HEALTHWAYS WELL-BEING INDEX			
Serial Number:	78618822	HEALTHWAYS			
Serial Number:	77224774	HEALTHWAYS			
Serial Number:	77224780	HEALTHWAYS			
Serial Number:	77224781	HEALTHWAYS			
Serial Number:	77224784	HEALTHWAYS			
Serial Number:	77224787	HEALTHWAYS			

Property Type	Number	Word Mark		
Serial Number:	77224788	HEALTHWAYS		
Serial Number:	77010762	HEALTHWAYS		
Serial Number:	85418590	HEALTHWAYS   BLUE ZONES EMPLOYER		
Serial Number:	85418582	HEALTHWAYS   BLUE ZONES RESTAURANT		
Serial Number:	85418574	HEALTHWAYS   BLUE ZONES UNIVERSITY		
Serial Number:	85046354	HEALTHWAYS   BLUE ZONES VITALITY CITY		
Serial Number:	86198229	HEALTHWAYS CARE TRANSITIONS SOLUTION		
Serial Number:	86526062	HEALTHWAYS DISEASE MANAGEMENT		
Serial Number:	86235917	HEALTHWAYS FINANCIAL WELL-BEING		
Serial Number:	86526047	HEALTHWAYS HIGH RISK COST AVOIDANCE		
Serial Number:	86458948	HEALTHWAYS PHYSICAL 5		
Serial Number:	77949639	HEALTHWAYS WELL-BEING ASSESSMENT		
Serial Number:	85353094	INNERGY		
Serial Number:	85587950	INNERGYGO		
Serial Number:	85913280	INNERGYGO		
Serial Number:	78341152	LIVEPHIT		
Serial Number:	75942000	MY EPHIT		
Serial Number:	76230338	MYEPHIT		
Serial Number:	78449555	MY HEALTH IQ		
Serial Number:	86038204	WELL-BEING 5		
Serial Number:	85645162	WELL-BEING AT WORK ASSESSMENT		
Serial Number:	85285677	WELL-BEING CONNECT		
Serial Number:	85461644	WELL-BEING CONNECTION		
Serial Number:	86521795	WELL-BEING DIRECT		
Serial Number:	86015287	WELL-BEING IMPROVEMENT SOLUTION		
Serial Number:	85603030	WELL-BEING PLUS		
Serial Number:	85285666	WELLBEINGGO		
Serial Number:	85966675			
Serial Number:	85966652	YOU		
Serial Number:	86064307	BIOLUCID		

### **CORRESPONDENCE DATA**

**Fax Number:** 2139963305

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:** 2136836305

Email:williamwolff@paulhastings.comCorrespondent Name:William Wolff c/o Paul Hastings LLPAddress Line 1:515 South Flower Street, 25th FloorAddress Line 4:Los Angeles, CALIFORNIA 90071

TRADEMARK

**REEL: 006024 FRAME: 0345** 

NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	03/31/2017
Total Attachments: 16	
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**TRADEMARK** 

**REEL: 006024 FRAME: 0346** 

### TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 9th day of March, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association ("<u>Wells Fargo</u>"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "<u>Agent</u>").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of March 9, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among SHARECARE, INC., a Delaware corporation ("Parent"), the Subsidiaries of Parent identified on the signature pages thereof as "Borrowers", and those additional entities that hereafter become parties to the Credit Agreement as Borrowers in accordance with the terms thereof (together with Parent, each, a "Borrower" and individually and collectively, jointly and severally, the "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of March 9, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):

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- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on <u>Schedule I</u>;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.
- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

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an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. <u>CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION</u>. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:	SHARECARE, INC., a Delaware configration  By:  Name: Colin Daniel  Title: SVP, Finance and HR
	By:  Name: Colin Daniel  Title: SVP, Finance and HR
	HEALTHWAYS SC, LLC, a Delaware limited liability company
	By: Sharecare, Inc. its manager  By:
	Name: Colin Daniel Title: SVP, Finance and HR
	QH ACQUISITION SUB, LLC, a Delaware limited liability company
	By: Sharecare, Ing., its manager By: Name: Cofin Daniel
	Title: SVP, Finance and HR
	BACTES IMAGING SOLUTIONS, INC., a Delaware comporation  By:  Name: Colin Daniel  Title: SVP, Finance and HR
	BACTES IMAGING SOLUTIONS, LLC, a Delaware limited liability company
	By: Sharecare (hc., is manager)  By:  Name: Colin Daniel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Title: SVP, Finance and HR

ACKNOWLEDGED AND ACCEPTED BY AGENT:

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

Name: Kathy Plisk

Its: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

## SCHEDULE I to TRADEMARK SECURITY AGREEMENT

# **Trademark Registrations/Applications**

Owner	Trademark	Class	Country	Application Number	Registration #
Parent	AN APP A DAY KEEPS THE DOCTOR AWAY	44	United States	85237442	4621400
Parent	ASKMD	9,35, 42	United States	85842653	4503028
Parent	SHARECARE	44	United States	77666496	4091330
Parent	SHARECARE	38	United States	77666510	3948274
Parent	SHARECARE	38, 42, 44	Germany	302014025468	30201402546 8
Parent	SHARECARE	38, 42, 45	France	144069766	144069766
Parent	SHARECARE	38, 42, 46	Italy	FI2014C000206	1614430
Parent	SHARECARE	38, 42, 47	United Kingdom	UK0000304208 9	UK00003042 089
Parent	SHARING IS CARING	44	United States	86975593	
Parent		38,44	United States	85256874	4107804
Parent		38,44	Community Trademark (European Union)	14017115	14017115
DSI*	DAILY STRENGTH	41, 45	United States	77627988	3647005
DSI*	DAILY STRENGTH	25	United States	77627987	3647004

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Owner	Trademark	Class	Country	Application Number	Registration #
DSI*	္ရ <b>ွိ</b> ့	45	United States	77669570	3760055
LBB*	THE LITTLE BLUE BOOK (stylized mark)	9, 16, 35	United States	85375160	4118134
LBB*	THE LITTLE BLUE BOOK (word mark)	9, 16, 35	United States	85/375156	4118133
LBB*	THE LITTLE BLUE BOOK MOBILE	35	United States	85072869	4514888
LBB*	TLBBMOBILE	35	United States	85072884	4411375
PKC*	Advisor	42	United States	85293693	4107863
PKC*	000	9	United States	76205918	2512540
PKC*	000	42	United States	76205919	2609117
PKC	Profiler	42	United States	85293165	4062807
QH Acquisition Sub, LLC	QUALITYHEALTH.COM	35, 44	United States	78937677	3260756
QH Acquisition Sub, LLC	QUALITYHEALTH	35, 44	United States	78392966	2940053
RAI*	DOG AGE	44	Community Trademark (European Union)	3087657	3087657
RAI*	DOG AGE	45	United States	76/434625	2926612

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<sup>&</sup>lt;sup>1</sup> Parent intends to let this mark go abandoned.

Owner	Trademark	Class	Country	Application Number	Registration #
RAI*	DOGAGE	44	Community Trademark (European Union)	3087665	3087665
RAI*	DOGAGE	45	United States	76/425213	2801158
RAI*	JOINTAGE	44	United States	77/575886	3838485
RAI*	LIVE LIFE TO THE YOUNGEST	42	United States	76/182613	2506643
RAI*	MOUTHAGE	44	United States	77/575890	4187046
RAI*	PAINAGE	44	United States	77/575904	4187047
RAI*	REAL AGE	9	United States	75/119958	2261318
RAI*	REALAGE	41	United States	85/453405	4764823
RAI*	REALAGE	16,29,41	China P.R.	G837380	G837380
RAI*	REALAGE	42	India	1240286	1240286
RAI*	REALAGE	3,9,16,25,28,2 9,41	Madrid System Registration (multiple countries)	837380	837380
RAI*	REALAGE	16, 29, 41	India	1265495	1265495
RAI*	REALAGE	16	Mexico	640792	840154
RAI*	REALAGE	9	United States	78/283918	2913939
RAI*	REALAGE	16	United States	78/342798	2916425

Owner	Trademark	Class	Country	Application Number	Registration #
RAI*	REALAGE	NCL (7) 42	Brazil	822643537	822643537
RAI*	REALAGE	NCL (8) 41	Brazil	826638422	826638422
RAI*	REALAGE	NCL (8) 16	Brazil	826638449	826638449
RAI*	REALAGE	9 (software test)	United States	74/616702	2155113
RAI*	REALAGE	Supplements/ counseling	Canada	1053924	TMA582492
RAI*	REALAGE	NCL (8) 29	Brazil	826638430	826638430
RAI*	REALAGE	42	United States	75/385246	2305201
RAI*	REALAGE	42	Australia	827201	827201
RAI*	REALAGE	42,44	Mexico	415734	679864
RAI*	REALAGE		Russian Federation	2000-705910	207618
RAI*	REALAGE	5,42	Community Trademark (European Union)	1553700	1553700
RAI*	REALAGE	5,42	Turkey	22997	2000-05253
RAI*	REALAGE	42	Indonesia	J00-13419	IDM00035429 4
RAI*	REALAGE		Thailand	424550	TM139930
RAI*	REALAGE		Thailand	424551	SM12998

Owner	Trademark	Class	Country	Application Number	Registration #
RAI*	REALAGE	NCL (7) 05	Brazil	822643529	822643529
RAI*	REALAGE	42	China P.R.	2000051958	1595875
RAI*	REALAGE	IC 9	IC 9 Japan 2010-064090		5381303
RAI*	REALAGE	42	Israel	135878	135878
RAI*	REALAGE	10,41,42,44	Germany	30125886.4	30125886
RAI*	REALAGE	IC 7	Japan	2000-028641	4476685
RAI*	REALAGE	10	Community Trademark (European Union)	2417111	2417111
RAI*	REALAGE	41	Community Trademark (European Union)	2417111	2417111
RAI*	REALAGE	42	Community Trademark (European Union)	2417111	2417111
RAI*	REALAGE	5	United States	77/719776	N/A
RAI*	REALAGE	44	United States	78582068	3216403
RAI*	RISKAGE	44	United States	77/923177	4396473
RAI*	SEXAGE	44	United States	85/448911	4157653
RAI*	SKIN'S REALAGE	44	United States	77/575907	4187048
RAI*	STRESSAGE	44	United States	77/897907	4400405

		Country	Application Number	Registration #
WisePatient	35	United States	77874178	3874763
@НОМЕ РАК	28	United States of America	85794502	4456745
BLUE ZONES PROJECT BY HEALTHWAYS	35, 44	United States of America	85418541	5146853
EATPHIT	41	United States of America	78341158	3102961
EMBRACE	9, 42	Australia	999173	999173
EMBRACE	42	Brazil	840725000	
EMBRACE	9, 42	Germany	999173	999173
EMBRACE	9, 42	International Bureau (WIPO)	999173	999173
EMBRACE	42	United States of America	77536372	4029121
GALLUP- HEALTHWAYS WELL-BEING 5	16, 42, 44	United States of America	86383306	5119893
GALLUP- HEALTHWAYS WELL-BEING INDEX	16, 35, 42	United States ofAmerica	77363409	3673815
HEALTHWAYS	44	Australia	876777	876777
HEALTHWAYS	44	Benelux	876777	876777
HEALTHWAYS	ТВР	Brazil	840724853	
HEALTHWAYS	ТВР	Brazil	840724896	
	@HOME PAK  BLUE ZONES PROJECT BY HEALTHWAYS  EATPHIT  EMBRACE  EMBRACE  EMBRACE  EMBRACE  GALLUP- HEALTHWAYS WELL-BEING 5  GALLUP- HEALTHWAYS WELL-BEING INDEX  HEALTHWAYS  HEALTHWAYS	@HOME PAK 28  BLUE ZONES PROJECT BY HEALTHWAYS 35, 44  EATPHIT 41  EMBRACE 9, 42  EMBRACE 42  EMBRACE 9, 42  EMBRACE 9, 42  EMBRACE 42  GALLUP- HEALTHWAYS WELL-BEING 5  GALLUP- HEALTHWAYS WELL-BEING INDEX HEALTHWAYS 44  HEALTHWAYS 44  HEALTHWAYS TBP	@HOME PAK28United States of AmericaBLUE ZONES PROJECT BY HEALTHWAYS35, 44United States of AmericaEATPHIT41United States of AmericaEMBRACE9, 42AustraliaEMBRACE42BrazilEMBRACE9, 42GermanyEMBRACE9, 42International Bureau (WIPO)EMBRACE42United States of AmericaGALLUP- HEALTHWAYS WELL-BEING 516, 42, 44United States of AmericaGALLUP- HEALTHWAYS WELL-BEING INDEX16, 35, 42United States of AmericaHEALTHWAYS44AustraliaHEALTHWAYS44BeneluxHEALTHWAYS44Benelux	@HOME PAK28United States of America85794502 of AmericaBLUE ZONES PROJECT BY HEALTHWAYS35, 44United States of America85418541EATPHIT41United States of America78341158 of AmericaEMBRACE9, 42Australia999173EMBRACE42Brazil840725000EMBRACE9, 42International Bureau (WIPO)999173EMBRACE42United States of America77536372 of AmericaGALLUP- HEALTHWAYS WELL-BEING 516, 42, 44United States of America86383306 of AmericaGALLUP- HEALTHWAYS WELL-BEING INDEX16, 35, 42United States of America77363409 of AmericaHEALTHWAYS44Australia876777HEALTHWAYS44Benelux876777HEALTHWAYSTBPBrazil840724853

Owner	Trademark	Class	Country	Application Number	Registration #
HWSC	HEALTHWAYS	ТВР	Brazil	840724918	
HWSC	HEALTHWAYS	9	Brazil	840724934	
HWSC	HEALTHWAYS	ТВР	Brazil	840725027	
HWSC	HEALTHWAYS	44	China	876777	876777
HWSC	HEALTHWAYS	41, 42, 44	European Union	NA	4673562
HWSC	HEALTHWAYS	44	France	876777	876777
HWSC	HEALTHWAYS	44	Germany	876777	876777
HWSC	HEALTHWAYS	44	Hungary	876777	876777
HWSC	HEALTHWAYS	44	International Bureau (WIPO)	876777	876777
HWSC	HEALTHWAYS	44	Ireland	876777	876777
HWSC	HEALTHWAYS	44	Japan	876777	876777
HWSC	HEALTHWAYS	44	Poland	876777	876777
HWSC	HEALTHWAYS	44	Spain	876777	876777
HWSC	HEALTHWAYS	44	Sweden	876777	876777
HWSC	HEALTHWAYS	44	United Kingdom	876777	876777

Owner	Trademark	Class	Country	Application Number	Registration #
HWSC	HEALTHWAYS	35, 44	United States of America	78618822	3294917
HWSC	HEALTHWAYS	38	United States of America	77224774	3491340
HWSC	HEALTHWAYS	9, 42	United States of America	77224780	3668155
HWSC	HEALTHWAYS	44	United States of America	77224781	3519017
HWSC	HEALTHWAYS	41	United States of America	77224784	3483411
HWSC	HEALTHWAYS	44	United States of America	77224787	3483412
HWSC	HEALTHWAYS	44	United States of America	77224788	3483413
HWSC	(A) HEALTHWAYS	44	United States of America	77010762	3396974
HWSC	HEALTHWAYS   BLUE ZONES EMPLOYER	35, 44	United States of America	85418590	
HWSC	HEALTHWAYS   BLUE ZONES RESTAURANT	35, 44	United States of America	85418582	
HWSC	HEALTHWAYS   BLUE ZONES UNIVERSITY	35, 44	United States of America	85418574	
HWSC	HEALTHWAYS   BLUE ZONES VITALITY CITY	35, 44	United States of America	85046354	4068124
HWSC	HEALTHWAYS CARE TRANSITIONS SOLUTION	35, 44	United States ofAmerica	86198229	4809449
HWSC	HEALTHWAYS DISEASE MANAGEMENT	42,44	United States of America	86526062	

Owner	Trademark	Class	Country	Application Number	Registration #
HWSC	HEALTHWAYS FINANCIAL WELL- BEING	36, 42	United States of America	86235917	4951910
HWSC	HEALTHWAYS HIGH RISK COST AVOIDANCE	35, 41, 42, 44, 45	United States of America	86526047	
HWSC	HEALTHWAYS PHYSICAL 5	44	United States of America	86458948	5147113
HWSC	HEALTHWAYS WELL- BEING ASSESSMENT	44	United States of America	77949639	4268591
HWSC	INNERGY	42	United States of America	85353094	4230890
HWSC	INNERGYGO	42	United States of America	85587950	4552219
HWSC	INNERGYGO	9	United States of America	85913280	4443799
HWSC	LIVEPHIT	41	United States of America	78341152	3102960
HWSC	MY EPHIT	42	United States of America	75942000	2613189
HWSC	*Cohit	42	United States of America	76230338	2644181
HWSC	MY HEALTH IQ	35, 41, 44	United States of America	78449555	3285479
HWSC	WELL-BEING 5	42, 44	United States ofAmerica	86038204	4867502
HWSC	WELL-BEING AT WORK ASSESSMENT	16	United States of America	85645162	4441581
HWSC	WELL-BEING CONNECT	44	Australia		1139867

Owner	Trademark	Class	Country	Application Number	Registration #
HWSC	WELL-BEING CONNECT	9, 42, 44	France		1181574
HWSC	WELL-BEING CONNECT	44	International Bureau (WIPO)	1139867	1139867
HWSC	WELL-BEING CONNECT	9, 42, 44	International Bureau (WIPO)		1181574
HWSC	WELL-BEING CONNECT	9, 42, 44	United States of America	85285677	4908926
HWSC	WELL-BEING CONNECTION	42,44	United States of America	85461644	4498514
HWSC	WELL-BEING DIRECT	42, 44	United States of America	86521795	
HWSC	WELL-BEING IMPROVEMENT SOLUTION	38, 42, 44	United States of America	86015287	4676775
HWSC	WELL-BEING PLUS	9	United States of America	85603030	4564668
HWSC	WELLBEINGGO	9, 42, 44	United States of America	85285666	4276389
LGI		9, 42	United States of America	85966675	4612179
LGI	YOU	9	United States of America	85966652	4946567
LGI	BIOLUCID	42	United States of America	86064307	4619759

<sup>\*</sup>To be assigned to Sharecare, Inc. as part of the cleanup process.

Owner	Trademark	Class(es)	Country	Applicatio n Number	Application Type
Healthways SC, LLC	HEALTHWAYS   BLUE ZONES EMPLOYER	35, 44	United States of America	85418590	1(b) Intent to use application filed. This application was pending prior to the HWSC acquisition and Sharecare does not have plans to move forward with this trademark.
Healthways SC, LLC	HEALTHWAYS   BLUE ZONES RESTAURANT	35, 44	United States of America	85418582	1(b) Intent to use application filed. This application was pending prior to the HWSC acquisition and Sharecare does not have plans to move forward with this trademark.
Healthways SC, LLC	HEALTHWAYS   BLUE ZONES UNIVERSITY	35, 44	United States of America	85418574	1(b) Intent to use application filed. This application was pending prior to the HWSC acquisition and Sharecare does not have plans to move forward with this trademark.
Healthways SC, LLC	HEALTHWAYS HIGH RISK COST AVOIDANCE	35, 41, 42, 44, 45	United States of America	86526047	1(b) Intent to use application filed. This application was pending prior to the HWSC acquisition and Sharecare does not have plans to move forward with this trademark.
Healthways SC, LLC	WELL-BEING DIRECT	42,44	United State of America	86521795	1(b) Intent to use application filed; SOU or extension due 0/19/2017

# **Trade Names**

# **Common Law Trademarks**

**Trademarks Not Currently In Use** 

**Trademark Licenses** 

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