

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantum Health, Inc.		12/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	5726435	QUANTUM HEALTH	
Registration Number:	4986444	QUANTUM HEALTH	
Registration Number:	4986445	QUANTUM HEALTH	
Registration Number:	5365701	MYQHEALTH	
Registration Number:	5713870	MYQHEALTH	
Registration Number:	4991563	EARLY STEPS	
Registration Number:	5338294	MOTIVIZE	
Serial Number:	90126180	WARRIOR	
Serial Number:	90126183	HEALTHCARE WARRIORS	
Serial Number:	90126185	NAVIGATION IS ESSENTIAL	
Serial Number:	90126188	HEALTHCARE NEEDS AN INTERVENTION	
Serial Number:	90126191	REAL-TIME INTERCEPT	
Serial Number:	90126193	THE QUANTUM HEALTH EFFECT	
Serial Number:	90126177	REMARKABLE RESULTS	
Serial Number:	90327932	NAVIGATION INSIDER	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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>			

CH \$390.00 5726435

Phone: 3128622000
Email: rob.soneson@kirkland.com
Correspondent Name: ROB SONESON
Address Line 1: 300 N LASALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 31223-495-RFS

NAME OF SUBMITTER: Rob Soneson

SIGNATURE: /rsoneson/

DATE SIGNED: 12/22/2020

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2020 (this “Agreement”), between QUANTUM HEALTH, INC. (the “Grantor”) and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as First Lien Collateral Agent (in such capacity, the “First Lien Collateral Agent”).

Reference is hereby made to that certain First Lien Credit Agreement, dated as of December 22, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “First Lien Credit Agreement”), among ZIGGY MERGER SUB, INC., a Delaware corporation (the “Initial Borrower” and, after giving effect to the Assumption and Release, together with QUANTUM HOLDCO, INC., a Delaware corporation, “Initial Holdings”), whose rights and obligations under the First Lien Credit Agreement and the other First Lien Loan Documents as the “Borrower” will be assumed by QUANTUM HEALTH, INC., a Delaware corporation (the “Company”), pursuant to Section 9.18 of the First Lien Credit Agreement immediately upon consummation of the Acquisition, the other GRANTORS from time to time party hereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as First Lien Administrative Agent and First Lien Collateral Agent, and that certain First Lien Collateral Agreement, dated as of December 22, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “First Lien Collateral Agreement”), among Initial Holdings, the Initial Borrower, the Company and the Grantors (as defined in the First Lien Collateral Agreement) from time to time party thereto and the First Lien Collateral Agent (together with its successors and assigns). The Lenders have agreed to extend credit to the Initial Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, and the obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of the First Lien Collateral Agreement, pursuant to which the Grantor is required to execute and deliver this Agreement evidencing the Security Interest (as defined below) granted in, to and under the Trademark Collateral (as defined below). The Grantor is an Affiliate of the Initial Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Credit Agreement and the First Lien Collateral Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the First Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all Trademarks, including those listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use Trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the First Lien Collateral Agreement, upon the Termination Date, the security interest granted herein shall automatically terminate and be released, and the First Lien Collateral Agent shall execute, acknowledge, and deliver to the Grantors all instruments

in writing in recordable form to evidence and release the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. First Lien Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

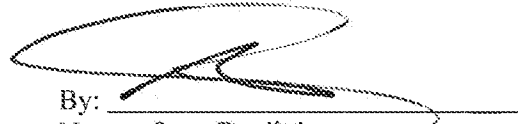
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

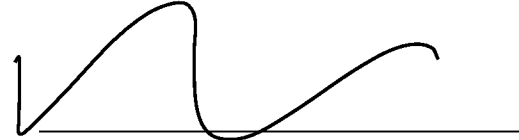
QUANTUM HEALTH, INC., as
Grantor

By: 
Name: Scott Doolittle
Title: Treasurer

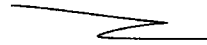
[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 007143 FRAME: 0136

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH as First Lien Collateral Agent



By: _____
Name: Whitney Gaston
Title: Authorized Signatory



By: _____
Name: Andrew Griffin
Title: Authorized Signatory

Schedule I

United States Registered and Applied-For Trademarks

Trademark & Design	Registration / Application No.	Registration / Application Date	Registered Owner / Applicant
"Quantum Health"	5,726,435	Filed: 08/13/2018 Reg: 04/16/2019	Quantum Health, Inc.
"Quantum Health"	4,986,444	Filed: 04/15/2015 Reg: 06/28/2016	Quantum Health, Inc
"Quantum Health" (Logo) 	4,986,445	Filed: 04/15/2015 Reg: 06/28/2016	Quantum Health, Inc
"MyQHealth"	5,365,701	Filed: 04/21/2016 Reg: 12/26/2017	Quantum Health, Inc
"MyQHealth" (Stylized In Color) 	5,713,870	Filed: 08/13/2018 Reg: 04/02/2019	Quantum Health, Inc.
"Early Steps"	4,991,563	Filed: 07/10/2015 Reg: 07/05/2016	Quantum Health, Inc
"Motivize"	5,338,294	Filed: 11/08/2016 Reg: 11/21/2017	Quantum Health, Inc
"Warrior"	90/126,180	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc
"Healthcare Warriors"	90/126,183	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc.
"Navigation Is Essential"	90/126,185	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc.
"Healthcare Needs an Intervention"	90/126,188	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc.

Trademark & Design	Registration / Application No.	Registration / Application Date	Registered Owner / Applicant
“Real Time Intercept”	90/126,191	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc
“The Quantum Health Effect”	90/126,193	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc
“Remarkable Results”	90/126,177	Filed: 08/20/2020 Reg: Pending	Quantum Health, Inc
“Navigation Insider”	90/327,932	Filed: 11/18/2020 Reg: Pending	Quantum Health, Inc.