

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM651883

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NOVU LLC		06/04/2021	Limited Liability Company: MINNESOTA
REVEL HEALTH, LLC		06/04/2021	Limited Liability Company: DELAWARE
CHIPREWARDS, INC.		06/04/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, N.A.
<b>Street Address:</b>	50 South Sixth Street
<b>Internal Address:</b>	Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	4829928	N
Registration Number:	4124914	NOVU
Registration Number:	5421225	NOVUHEALTH
Registration Number:	5982423	REVEL CONNECT
Registration Number:	5763154	REVEL
Registration Number:	5852166	REVEL
Registration Number:	5763151	REVEL
Registration Number:	5776201	REVEL
Registration Number:	5852115	REVEL
Registration Number:	5776164	REVEL
Registration Number:	4185173	HEALTHTEL
Registration Number:	4771276	BEHAVIOR AS A SOLUTION
Registration Number:	4846750	BEHAVIOR AS A STRATEGY
Registration Number:	4846751	BAAS

CH \$365.00 4829928

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** jacoblimaldi@paulhastings.com**Correspondent Name:** Jacob Limaldi**Address Line 1:** 200 Park Avenue**Address Line 2:** Floor 26**Address Line 4:** New York, NEW YORK 10166

<b>ATTORNEY DOCKET NUMBER:</b>	48197-00004
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<b>NAME OF SUBMITTER:</b>	Jacob Limaldi
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<b>SIGNATURE:</b>	/s/ Jacob Limaldi
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<b>DATE SIGNED:</b>	06/04/2021
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is dated as of June 4, 2021, by Novu LLC, Revel Health, LLC, and ChipRewards, Inc. (each, individually, a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Wilmington Trust, N.A., in its capacity as administrative agent and collateral agent (in such capacity, the “*Collateral Agent*”).

### W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement dated as of June 4, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance when due (whether at stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title, and interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States (except for “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Trademarks record this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

*[Signature page follows]*

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NOVU LLC,

as a Grantor

DocuSigned by:

Jeff Harmsen

By: F68D5934DD7B4CE...

Name: Jeff Harmsen

Title: Chief Financial Officer and Treasurer

REVEL HEALTH, LLC,

as a Grantor

DocuSigned by:

Jeff Harmsen

By: F68D5934DD7B4CE...

Name: Jeff Harmsen

Title: Chief Financial Officer and Treasurer

CHIPREWARDS, INC.,

as a Grantor

DocuSigned by:

Jeff Harmsen


By: F68D5934DD7B4CE...

Name: Jeff Harmsen

Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

**WILMINGTON TRUST, N.A.,**  
as Collateral Agent

By:   
Name: Joseph B. Feil  
Title: Vice President

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

U.S. TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Company</u>	<u>Trademark</u>	<u>Application / Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
NoVu LLC		86358649 4829928	8/6/2014	10/13/2015
NoVu LLC		85372234 4124914	7/15/2011	4/10/2012
NoVu LLC		87288664 5421225	1/4/2017	3/13/2018
Revel Health, LLC	REVEL CONNECT	88530740 5982423	7/23/2019	2/11/2020
Revel Health, LLC	REVEL	88163425 5763154	10/22/2018	5/28/2019
Revel Health, LLC		87529022 5852166	7/14/2017	9/3/2019
Revel Health, LLC		88163419 5763151	10/22/2018	5/28/2019
Revel Health, LLC		87529018 5776201	7/14/2017	6/11/2019
Revel Health, LLC	REVEL	87484438 5852115	6/12/2017	9/3/2019

<u>Company</u>	<u>Trademark</u>	<u>Application / Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Revel Health, LLC	REVEL	87484424 5776164	6/12/2017	6/11/2019
Revel Health, LLC	HEALTHTEL	85343631 4185173	6/10/2011	8/7/2012
ChipRewards, Inc.	BEHAVIOR AS A SOLUTION	86197531 4771276	2/19/2014	7/14/2015
ChipRewards, Inc.	BEHAVIOR AS A STRATEGY	86197551 4846750	2/19/2014	11/3/2015
ChipRewards, Inc.	BaaS	86197580 4846751	2/19/2014	11/3/2015