

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM700966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Welltok, Inc.		01/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A. as a Collateral Agent		
Street Address:	10 S. Dearborn, IL1-1145 (Floor L2)		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3989521	ACUMEN	
Registration Number:	3908050	B TEXT4BABY	
Registration Number:	4813521	BE WELL REWARDED	
Registration Number:	4809275	C W	
Registration Number:	3874257	CAFÉ WELL	
Registration Number:	4804692	CAFÉWELL	
Registration Number:	5005803	CAFÈWELL CONCIERGE	
Registration Number:	4189344	CARE4LIFE	
Registration Number:	5103404	CARE4LIFE	
Registration Number:	4569841	DECISIONOLOGY	
Registration Number:	4305012	ENGAGEME	
Registration Number:	6493818	HARMONIX	
Registration Number:	4872145	HEALTH OPTIMIZATION PLATFORM	
Registration Number:	4804691	OPTIMIZING HEALTH, MAXIMIZING REWARDS	
Registration Number:	4713277	PATIENTOLOGY	
Registration Number:	4864754	PERSONAL HEALTH ITINERARY	
Registration Number:	4427766	PHYSICIANOLOGY	
Registration Number:	5606394	QUIT4BABY	
Registration Number:	2938171	SILVERLINK	

CH \$890.00 3989521

Property Type	Number	Word Mark
Registration Number:	4947218	STRIVE FOR HEALTH
Registration Number:	4963607	TEA LEAVES HEALTH
Registration Number:	3985201	TEXT2QUIT
Registration Number:	3911112	TEXT4BABY
Registration Number:	4238931	TEXT4KIDS
Registration Number:	5692028	THE THIRD ESSENTIAL PLATFORM
Registration Number:	4235196	TXT4HEALTH
Registration Number:	2702467	VOXIVA
Registration Number:	5228901	WELLPASS
Registration Number:	5228900	WELLPASS
Registration Number:	3769109	WELLTOK
Registration Number:	4804693	WELLTOK
Registration Number:	6150814	WELLTOK CONSUMER ACTIVATION PLATFORM
Registration Number:	4139776	ZAMZEE
Registration Number:	4139781	ZAMZEE
Serial Number:	90667546	SMARTREACH

CORRESPONDENCE DATA

Fax Number: 2123548113

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: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 1475298-0003-CZ49

NAME OF SUBMITTER: Sydney Crute

SIGNATURE: /Sydney Crute/

DATE SIGNED: 01/10/2022

Total Attachments: 6

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page1.tif

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page2.tif

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page3.tif

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page4.tif

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page5.tif

source=Virgin Pulse - 2L - IPSA - Joinder Trademark Security Agreement [EXECUTED]_LEGAL#page6.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of January 7, 2022 (this “Trademark Security Agreement”), is made by the signatory hereto listed under “Pledgor” (the “Pledgor”), in favor of in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Second Lien Credit Agreement, dated as of April 6, 2021 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Virgin Pulse, Inc., a Delaware corporation (the “Borrower”), VP Parent Holdings, Inc., a Delaware corporation (“Holdings”), Red Midco LLC, a Delaware limited liability company (“Intermediate Holdings”), Red IntermediateCo LLC, a Delaware limited liability company (“Topco”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain Joinder Agreement to Second Lien Security Agreement, dated as of the date hereof, which supplements that certain Second Lien Security Agreement, dated as of April 6, 2021 (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees 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 meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a second priority Lien (subject to Permitted Liens and the terms of the First Lien/Second Lien Intercreditor Agreement) on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”) to secure the Secured Obligations: all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a

Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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 Pledgor hereby acknowledges and affirms 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. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

SECTION 7. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

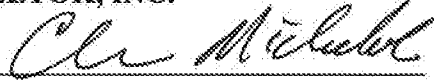
SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the First Lien/Second Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien/Second Lien Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the First Lien/Second Lien Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

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

PLEDGOR:

WELLTOK, INC.

By: 

Name: Christopher Michalak

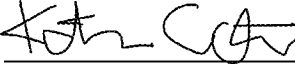
Title: President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007554 FRAME: 0977

Accepted and Agreed:

JPMORGAN CHASE BANK N.A.,
as Collateral Agent

By:  _____
Name: Kathryn Cotter
Title: Authorized Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 007554 FRAME: 0978

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
Welltok, Inc.	ACUMEN	3989521
Welltok, Inc.	B TEXT4BABY & Design	3908050
Welltok, Inc.	BE WELL REWARDED	4813521
Welltok, Inc.	C W-CAFE WELL Logo	4809275
Welltok, Inc.	CAFE WELL	3874257
Welltok, Inc.	CAFEWELL	4804692
Welltok, Inc.	CAFEWELL CONCIERGE	5005803
Welltok, Inc.	CARE4LIFE	4189344
Welltok, Inc.	CARE4LIFE	5103404
Welltok, Inc.	DECISIONOLOGY	4569841
Welltok, Inc.	ENGAGEME	4305012
Welltok, Inc.	HARMONIX	6493818
Welltok, Inc.	HEALTH OPTIMIZATION PLATFORM	4872145
Welltok, Inc.	OPTIMIZING HEALTH, MAXIMIZING REWARDS	4804691
Welltok, Inc.	PATIENTOLOGY	4713277
Welltok, Inc.	PERSONAL HEALTH ITINERARY	4864754
Welltok, Inc.	PHYSICIANOLOGY	4427766
Welltok, Inc.	QUIT4BABY	5606394
Welltok, Inc.	SILVERLINK	2938171
Welltok, Inc.	STRIVE FOR HEALTH	4947218
Welltok, Inc.	TEA LEAVES HEALTH	4963607
Welltok, Inc.	TEXT2QUIT	3985201
Welltok, Inc.	TEXT4BABY	3911112

Welltok, Inc.	TEXT4KIDS	4238931
Welltok, Inc.	THE THIRD ESSENTIAL PLATFORM	5692028
Welltok, Inc.	TXT4HEALTH	4235196
Welltok, Inc.	VOXIVA	2702467
Welltok, Inc.	WELLPASS	5228901
Welltok, Inc.	WELLPASS	5228900
Welltok, Inc.	WELLTOK	3769109
Welltok, Inc.	WELLTOK	4804693
Welltok, Inc.	WELLTOK CONSUMER ACTIVATION PLATFORM	6150814
Welltok, Inc.	ZAMZEE	4139776
Welltok, Inc.	ZAMZEE -Stylized	4139781

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
Welltok, Inc.	SMARTREACH	90667546