

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Insurance LLC		03/16/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4441279	BENEBUCKS	
Registration Number:	4424764	BENECAM	
Registration Number:	3634289	BENEDENT	
Registration Number:	4425693	BENEDENT WELLNESS INITIATIVE	
Registration Number:	4559279	BENEMAX	
Registration Number:	4166823	BENEMAX WELLNESS	
Registration Number:	3537026	BENEMAX WRAP	
Registration Number:	4103252	BENEMEX	
Registration Number:	4210645	BENEMEX-THE BENEFITS EXCHANGE	
Registration Number:	4602769	BUY RIGHT, BE RIGHT, DO RIGHT!	
Registration Number:	3701118	MYBENEMAX.COM	
Registration Number:	4629650	THE BENEMAX HEALTH PLAN	
Registration Number:	4186374	THE BENEMAX SYSTEM	
Registration Number:	4603017	THE CHEAPEST HEALTH CARE IS NOT ALWAYS T	
Registration Number:	4733245	VENTRIS	
Registration Number:	4858224	VIRGINIA MEDICAL PLANS	
Registration Number:	3607863	VIRTUAL BENEFIT MANAGER	
Serial Number:	90843284	BENEMAX CLAIMS CONNECTION	

CH \$465.00 4441279

CORRESPONDENCE DATA**Fax Number:** 2127514864*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:** 2129061216**Email:** angela.amaru@lw.com**Correspondent Name:** Latham & Watkins LLP c/o Angela M. Amaru**Address Line 1:** 1271 Avenue of the Americas**Address Line 4:** New York, NEW YORK 10020**ATTORNEY DOCKET NUMBER:** 045494-0371**NAME OF SUBMITTER:** Angela M. Amaru**SIGNATURE:** /s/Angela M. Amaru**DATE SIGNED:** 03/16/2023**Total Attachments: 6**

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page1.tif

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page2.tif

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page3.tif

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page4.tif

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page5.tif

source=OneDigital - 2023 Amendment - Trademark Security Agreement Supplement Executed#page6.tif

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This Trademark Security Agreement Supplement (this "Agreement"), dated as of March 16, 2023, is entered into by the undersigned (the "Grantor") in favor of JPMorgan Chase Bank, N.A., as Collateral Agent (together with its successors, in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined in the Pledge and Security Agreement described below).

WHEREAS, the Grantor has executed and delivered (i) that certain Pledge and Security Agreement, dated as of November 16, 2020, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Pledge and Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of November 16, 2020, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "Trademark Security Agreement"), pursuant to which such Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Additional Trademark Collateral (as defined below).

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

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement, Trademark Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns, grants, mortgages and pledges to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following 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 and wherever the same may be located (collectively, the "Additional Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

(i) all U.S. federal trademarks, service marks, trade dress, certification marks and collective marks, all registrations and recordings thereof, and all applications in connection therewith, in each case to the extent registered, recorded or applied for in the United States Patent and Trademark Office, including any of the foregoing referred to on Schedule A, and all rights corresponding thereto throughout the world;

(ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;

(iii) all extensions and renewals of the foregoing;

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill;

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(vi) all corresponding rights under applicable law in the United States.

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Additional Trademark Collateral shall not include any other Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Trademark 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 Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by the Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard to conflict of laws principles that would require application of the laws of another jurisdiction.

SECTION 7. Execution and Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement or other Loan Documents and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

DIGITAL INSURANCE LLC

By: _____

Name: Charles Ristau

Title: Chief Financial Officer

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

By: 
Name: Ashleigh Erickson
Title: Authorized Officer

SCHEDULE A

TRADEMARKS

Trademark Applications

Trademark	Jurisdiction	Serial Number	Filing Date	Status	Registrant
BENEMAX CLAIMS CONNECTION	U.S.	90843284	July 22, 2021	Pending	Digital Insurance LLC

Trademark Registrations

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
BENEBUCKS	U.S.	4441279	November 26, 2013	Digital Insurance LLC
BENECAM	U.S.	4424764	October 29, 2013	Digital Insurance LLC
BENEDENT	U.S.	3634289	June 9, 2009	Digital Insurance LLC
BENEDENT WELLNESS INITIATIVE	U.S.	4425693	October 29, 2013	Digital Insurance LLC
BENEMAX	U.S.	4559279	July 1, 2014	Digital Insurance LLC
BENEMAX WELLNESS	U.S.	4166823	July 3, 2012	Digital Insurance LLC

Trademark	Jurisdiction	Registration Number	Registration Date	Registrant
BENEMAX WRAP	U.S.	3537026	November 25, 2008	Digital Insurance LLC
BENEMEX	U.S.	4103252	February 21, 2012	Digital Insurance LLC
BENEMEX-THE BENEFITS EXCHANGE	U.S.	4210645	September 18, 2012	Digital Insurance LLC
BUY RIGHT, BE RIGHT, DO RIGHT!	U.S.	4602769	September 9, 2014	Digital Insurance LLC
MYBENEMAX.COM	U.S.	3701118	October 27, 2009	Digital Insurance LLC
THE BENEMAX HEALTH PLAN	U.S.	4629650	October 28, 2014	Digital Insurance LLC
THE BENEMAX SYSTEM	U.S.	4186374	August 7, 2012	Digital Insurance LLC
THE CHEAPEST HEALTH CARE IS NOT ALWAYS THE BEST, BUT THE BEST HEALTH CARE IS ALWAYS THE CHEAPEST.	U.S.	4603017	September 9, 2014	Digital Insurance LLC
VENTRIS	U.S.	1733245	May 5, 2015	Digital Insurance LLC
VIRGINIA MEDICAL PLANS	U.S.	4858224	November 24, 2015	Digital Insurance LLC
VIRTUAL BENEFIT MANAGER	U.S.	3607863	April 14, 2009	Digital Insurance LLC