

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5073729

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	IDEA MEN, LLC	04/13/2017
RECEIVING PARTY DATA		
Name:	GOODRX, INC.	
Street Address:	233 WILSHIRE BLVD, STE 990	
Internal Address:	ATTN: TREVOR BEZDEK	
City:	SANTA MONICA	
State/Country:	CALIFORNIA	
Postal Code:	90401	
PROPERTY NUMBERS Total: 4		
Property Type	Number	
Application Number:	14263803	
Application Number:	14160203	
Application Number:	14618904	
Application Number:	14160208	
CORRESPONDENCE DATA		
Fax Number:	(510)834-1928	
<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>		
Phone:	650-331-7016	
Email:	aflor@wendel.com	
Correspondent Name:	DANIEL HANSEN/ KERRY T. SMITH	
Address Line 1:	525 MIDDLEFIELD ROAD, SUITE 250	
Address Line 2:	MONTGOMERY & HANSEN LLP	
Address Line 4:	MENLO PARK, CALIFORNIA 94025	
ATTORNEY DOCKET NUMBER:	017077.0002	
NAME OF SUBMITTER:	ALBERT FLOR, JR.	
SIGNATURE:	/Albert Flor, Jr./	
DATE SIGNED:	07/30/2018	
This document serves as an Oath/Declaration (37 CFR 1.63).		

Total Attachments: 21

source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page1.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page2.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page3.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page4.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page5.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page6.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page7.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page8.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page9.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page10.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page11.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page12.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page13.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page14.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page15.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page16.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page17.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page18.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page19.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page20.tif
source=GoodRx USPTO Filing (Payoff Letter Idea Men \$50M Note) (00151654xA764F)#page21.tif

April 13, 2017

Payoff of Senior Secured Promissory Note

Reference is made to that certain Senior Secured Promissory Note in the principal amount of \$50,000,000 (the "Note"), dated as of October 7, 2015, issued by GoodRx Holdings, Inc., a Delaware corporation ("Holdings"), and GoodRx, Inc., a Delaware corporation ("GoodRx" and together with Holdings, the "Maker"), to Idea Men, LLC, a Delaware limited liability company ("Idea Men").

By signing below, Idea Men hereby agrees and acknowledges that \$53,821,918 (the "Payoff Amount") represents the amount necessary to pay off all liabilities and indebtedness owing by the Maker to Idea Men under the Note, including all principal and accrued interest thereon through April 16, 2017, and that subject to and upon receipt of the Payoff Amount on April 17, 2017 by Idea Men, the Note shall be paid in full and discharged and cancelled, and the Maker will have no further obligations or liabilities to Idea Men under the Note.

Sincerely,

IDEA MEN, LLC

By: Trevor Bezdek
Name: Trevor Bezdek
Title: Member

REPAYMENT OF THIS NOTE IS SUBJECT TO CERTAIN SETOFF AND RECOUPMENT PROVISIONS SET FORTH IN THE PURCHASE AGREEMENT (AS DEFINED BELOW). A COPY OF THESE PROVISIONS MAY BE OBTAINED FROM THE MAKER OF THIS NOTE UPON THE WRITTEN REQUEST OF THE HOLDER HEREOF.

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY COMPARABLE STATE SECURITIES LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THIS NOTE NOR ANY PORTION HEREOF OR INTEREST HEREIN MAY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE SAME IS REGISTERED UNDER SAID ACT AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE MAKER HAS RECEIVED EVIDENCE OF SUCH EXEMPTION REASONABLY SATISFACTORY TO THE MAKER.

SENIOR SECURED PROMISSORY NOTE

October 7, 2015

\$50,000,000

GoodRx Holdings, Inc., a Delaware corporation ("GoodRx Holdings"), and GoodRx, Inc., a Delaware corporation ("GoodRx," and together with GoodRx Holdings, the "Maker"), jointly and severally, hereby promise to pay to the order of Idea Men, LLC, a Delaware limited liability company (together with any permitted assigns hereunder, the "Holder"), the principal amount of FIFTY MILLION DOLLARS (\$50,000,000) (the "Principal Amount") together with interest thereon calculated from the date hereof in accordance with the provisions of this senior secured promissory note (this "Note").

This Note is issued pursuant to that certain Stock Purchase Agreement, dated as of September 14, 2015 (as amended, restated, replaced or modified from time to time, the "Purchase Agreement"), by and among GoodRx Holdings, Idea Men, LLC, in its capacity as a Selling Stockholder and as the Stockholder Representative, the stockholders and optionholders of GoodRx and the other signatories thereto. This Note is the Note referred to in the Purchase Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Section 8 or, if not so defined therein, the meanings ascribed to such terms in the Purchase Agreement.

1. Payment of Interest. Simple interest shall accrue daily on the outstanding Principal Amount commencing on the date hereof, and shall continue accruing until repayment in full of the Principal Amount, at the rate of five percent (5.0%) per annum (computed based on a 365-day year). Except as otherwise set forth in Section 2, no interest shall be due and payable prior to the Scheduled Payment Date. Any accrued interest not previously paid shall be paid in full at such time as the entire remaining unpaid Principal Amount is paid. For the avoidance of doubt, interest on this Note shall not compound.

2. Payment of Principal on Note.

(a) Scheduled Payment. Subject to the provisions of Section 2(c) and Section 2(e) and Section 4, the Maker shall pay the entire unpaid Principal Amount, together with all accrued but unpaid interest thereon, on the fifth (5th) anniversary of the Closing Date (the "Scheduled Payment Date").

(b) Optional Prepayments. The Maker may, at any time and from time to time, without premium or penalty, prepay all or any portion of the unpaid Principal Amount together with any unpaid interest which has accrued on the Principal Amount so prepaid.

(c) Mandatory Prepayment. The Maker shall prepay in cash the entire outstanding Principal Amount of this Note (together with all unpaid interest thereon) upon the consummation of the earlier of (i) a Sale of the Company or (ii) an IPO.

(d) Time of Payment. If any payment on this Note becomes due on a Saturday, Sunday or legal holiday under the laws of the State of New York, then such payment shall be made on the next Business Day and such extension of time shall be included in computing interest in connection with such payment.

(e) Right of Setoff.

(i) In the event that, in accordance with Section 1.4 of the Purchase Agreement, the Closing Date Cash Purchase Price when re-calculated after substituting the Final Adjusted Working Capital, Final Cash, Final Indebtedness and Final Company Transaction Costs for the Estimated Working Capital, Estimated Cash, Estimated Indebtedness and Estimated Company Transaction Costs, respectively, is less than the Closing Date Cash Purchase Price (such deficiency, the "Adjustment Amount"), the Holder agrees that an amount equal to the Adjustment Amount shall be automatically credited and offset against the unpaid Principal Amount owed under this Note effective as of the date that is ten (10) Business Days after the final determination of the Adjustment Amount in accordance with Section 1.4 of the Purchase Agreement. All such amounts shall be credited against the unpaid Principal Amount. Interest and other amounts due hereunder to Holder shall not be subject to offset.

(ii) In the event that, in accordance with Article V of the Purchase Agreement, a Buyer Indemnified Party has timely made a Claim Notice and it has been finally determined or mutually agreed in accordance with Purchase Agreement, that such Buyer Indemnified Party is entitled to indemnification pursuant to Article V of the Purchase Agreement with respect to such Claim Notice, taking into account the limitations, baskets, deductibles, priority and other terms set forth therein (such indemnification amount, the "Indemnity Amount"), the Holder agrees that an amount equal to the Indemnity Amount shall be automatically credited and offset against the unpaid Principal Amounts owed under this Note effective as of the date that is ten (10) Business Days after the date of such final determination of, or mutual agreement on, the Indemnity Amount. All such amounts shall be credited against the unpaid Principal Amount only. Interest and other amounts due hereunder to Holder shall not be subject to offset.

(iii) In the event that, in accordance with Article V of the Purchase Agreement, a Buyer Indemnified Party has timely made a Claim Notice and such Claim Notice has not been finally determined or mutually agreed in accordance with the Purchase Agreement prior to the Scheduled Repayment Date, then the Maker shall be entitled to defer the payment of Principal Amount due to the Holder on such Scheduled Repayment Date in an amount equal to the Indemnity Amount that would be due to the Maker if the Claim were finally resolved in the Maker's favor in the full Claimed Amount (the "Withheld Amount"). The Withheld Amount shall be determined by the Maker in good faith based on reasonable estimates and assumptions and amounts paid, payable or withheld with respect to the Claim as of the Scheduled Payment Date and consistent with the Claim Notice. The Maker shall provide the Holder with a written statement specifying the Withheld Amount and the manner of calculation thereof. For the avoidance of doubt, the Withheld Amount shall continue to be outstanding under this Note and continue to accrue interest. The Scheduled Repayment Date shall be extended with respect to the Withheld Amount until such time as the amount of the Claim Notice giving rise thereto (or portion thereof) has been finally resolved pursuant to Article V of the Purchase Agreement or by written agreement of the Maker and the Stockholder Representative. Any finally resolved, or mutually agreed, Indemnity Amount shall be subject to offset against the then outstanding Principal Amount in accordance with the procedures and timing in Section 2(e) (ii) of this Note. If the Withheld Amount with respect to a Claim (or portion thereof) exceeds the amount ultimately determined to be due and payable to the Maker with respect to such Claim (such amount, the "Final Amount", and any such excess, the "Excess Amount"), then the Maker shall pay to the Holder the Excess Amount within ten (10) Business Days following the final determination of the Final Amount, plus any accrued and unpaid interest earned on the Withheld Amount (calculated in accordance with Section 1) and other amounts due to Holder under this Note through the payment date. The Final Amount shall be credited and offset against the unpaid Principal Amount owed in accordance with the procedures and timing of Section 2(e) (ii) of this Note.

(f) Application of Payments. Payments to Holder under this Note shall be applied (i) first, to the payment of expenses due hereunder, (ii) second, to accrued and unpaid interest hereunder until all such interest is paid and (iii) third, to the repayment of the unpaid principal amount of this Note.

(g) No other Setoff. Except as expressly provided in this Section 2, all payments hereunder shall be made by the Maker without setoff, offset, deduction or counterclaim, free and clear of all taxes, levies, imports, duties, fees and charges, and without any withholding, restriction or conditions imposed by any governmental authority.

3. Grant of Security Interest. As security for the payment and satisfaction of the Obligations, the Maker hereby grants to the Holder a first priority security interest in the Collateral (as defined on Exhibit A).

(a) Representations and Warranties Regarding the Collateral. The GoodRx Holdings represents and warrants to the Holder that, as of the date hereof, it is the owner of the Collateral purported to be owned by it, free and clear of all Security Interests (it is understood that the foregoing representation and warranty as it applies to the assets of GoodRx is to the extent of the Collateral received pursuant to the Purchase Agreement). The Maker covenants

and agrees with the Holder that, except in connection with a Sale of the Company in which this Note is paid in full, the Maker will not, and will cause its Subsidiaries not to, prior to the payment and satisfaction of the Obligations (i) grant or permit to exist any Security Interest against the Collateral or any portion thereof (other than those in favor of the Holder) or (ii) sell, lease, transfer or otherwise dispose of the Collateral except in the Ordinary Course of Business. GoodRx will give Holder thirty days prior written notice of any name change, recapitalization or reorganization of GoodRx or any of its Subsidiaries. GoodRx Holdings will give Holder prior written notice of any name change, recapitalization or reorganization of Maker or any of its Subsidiaries.

(b) Perfection of Security Interest. The Maker will promptly execute, from time to time, and cause to be delivered to the Holder, such uniform commercial code financing statements and other documents and agreements with respect to the Collateral, including proceeds thereof, as the Holder may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by the Maker or its Subsidiaries after the date hereof). The Maker will promptly deliver to the Holder all Collateral for which possession is reasonably requested for perfection of the security interest, including without limitation, delivery of the certificates for all of GoodRx Holdings' shares or other equity interests in GoodRx and other Subsidiaries. The Maker authorizes Holder to file at any time financing statements, continuation statements, and amendments thereto that (i) either specifically describe the Collateral or describe the Collateral as all assets of the Maker or its Subsidiaries of the kind pledged hereunder, and (ii) contain any other information required by the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, including whether the Maker is an organization, the type of organization and any organizational identification number issued to the Maker, if applicable. The Maker shall have possession of the Collateral, except where expressly otherwise provided in this Agreement. Where Collateral is in possession of a third party bailee, the Maker shall take such steps as the Holder reasonably requests for the Holder to (i) obtain an acknowledgment, in form and substance satisfactory to the Holder, of the bailee that the bailee holds such Collateral for the benefit of the Holder, and (ii) obtain "control" of any Collateral consisting of investment property, deposit accounts, letter-of-credit rights or electronic chattel paper (as such items and the term "control" are defined in Revised Article 9 of the UCC) by using commercially reasonable efforts to cause the securities intermediary or depository institution or issuing bank to execute a control agreement in form and substance reasonably satisfactory to the Holder. The Maker will not create any chattel paper without placing a legend on the chattel paper reasonably acceptable to the Holder indicating that the Holder has a security interest in the chattel paper. The Maker shall take such other actions, and shall cause its Subsidiaries to take such other actions (at the Holder's sole cost and expense), as the Holder reasonably requests to perfect its security interests granted under this Note. In addition, the Maker will promptly execute, from time to time, and cause to be delivered to the Holder, such UCC financing statements and other documents and agreements with respect to the Collateral, including proceeds thereof, as the Holder may reasonably request in order to create, evidence, perfect, maintain or continue its security interest in the Collateral (including additional Collateral acquired by the Maker or its Subsidiaries after the date hereof). The Holder will pay all of the Holder's reasonable costs and expenses incurred in connection with perfecting its security interests. On the Holder's request, the Maker will promptly deliver to the Holder all Collateral for which possession is reasonably requested for perfection of the security interest, including, but

not limited to, delivery of the certificates for all of Maker's shares or other equity interests in GoodRx and other Subsidiaries and negotiable instruments as well as custodial agreements with banks.

(c) Event of Default. Upon the occurrence of an Event of Default, the Holder may exercise any of the rights and remedies available to it under this Note or applicable law, including, without limitation, the rights of a secured creditor under the uniform commercial code (whether or not the uniform commercial code is applicable to the Collateral), as well as any of the following rights and remedies: (a) in the name of the Maker or otherwise, the Holder may demand, collect, receive and give receipt for, compound, compromise, settle and give acquittance for and prosecute and discontinue any suits or proceedings in respect of any or all of the Collateral; and (ii) the Holder may take any action that the Holder deems reasonably necessary or desirable in order to realize on the Collateral, including, without limitation, the power to perform any contract, to endorse in the name of the Maker any checks, drafts, notes or other instruments or documents received in payment of or on account of the Collateral.

(d) Remedies. All rights and remedies of the Holder hereunder shall be cumulative and may be exercised singularly or concurrently, at the Holder's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other right or remedy. The Holder may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Holder may sell the Collateral without giving any warranties as to the Collateral. The Holder may specifically disclaim any warranties of title or the like. This procedure will not be considered to affect the commercial reasonableness of any sale of the Collateral. The Maker shall provide the Holder with all information and assistance reasonably requested by the Holder to facilitate the storage, sale or other disposition or collection of the Collateral after an Event of Default has occurred and is continuing. Any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is mailed or delivered to the Maker in accordance with Section 14 (or at such other address as may be updated by the Maker upon written notice to the Holder from time to time in accordance with Section 14) at least ten (10) days before the date of such disposition.

(e) No Obligation for Collateral. It is understood that Holder does not assume in any way any of the Maker's or its Subsidiaries' obligations under any of the Collateral.

(f) No Duty Regarding the Collateral. Beyond the exercise of reasonable care in the custody and preservation thereof, the Holder will have no duty as to any Collateral in its respective possession or control or in the possession or control of any sub-agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Holder will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its respective possession or control if such Collateral is accorded treatment substantially equal to that which Holder accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any sub-agent or bailee selected by Holder in good faith or by reason of any act or omission by any sub-agent or bailee pursuant to instructions

from Holder, except to the extent that such liability arises from the gross negligence or willful misconduct of the Holder.

(g) Power of Attorney. Effective only upon the occurrence and during the continuance of an Event of Default, the Maker hereby irrevocably appoints the Holder (and any of the Holder's designated officers, or employees) as the Maker's true and lawful attorney to: (a) send requests for verification of accounts or notify account debtors of the Holder's security interest in the accounts; (b) endorse the Maker's name on any checks or other forms of payment or security that may come into the Holder's possession; (c) sign the Maker's name on any invoice or bill of lading relating to any account, drafts against account debtors, schedules and assignments of accounts, verifications of accounts, and notices to account debtors; (d) dispose of any Collateral; (e) make, settle, and adjust all claims under and decisions with respect to the Maker's policies of insurance; (f) settle and adjust disputes and claims respecting the accounts directly with account debtors, for amounts and upon terms which the Holder determines to be reasonable; (g) enter into a short-form intellectual property security agreement consistent with the terms of this Note for recording purposes; and (h) file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral; provided that the Holder may exercise such power of attorney to sign the name of the Maker and its Subsidiaries on any of the documents described in clauses (g) and (h) above, regardless of whether an Event of Default has occurred. The appointment of the Holder as the Maker's attorney in fact, and each and every one of Holder's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed.

4. Covenants. The Maker agrees that, until all Obligations owed under this Note are paid in full (as a result of repayment or setoff in accordance with Section 2(e)), (a) the Maker will not, and will cause its Subsidiaries to not, incur or suffer to exist any Indebtedness other than unsecured Indebtedness for working capital purposes in an aggregate principal amount not to exceed \$5,000,000 (provided that such unsecured Indebtedness is subordinated to this Note) and, for the avoidance of doubt, accounts payable incurred in the Ordinary Course of Business, (b) the Maker shall not, and shall cause its Subsidiaries to not, pay any dividend on, or make any other payment or distribution in respect of, its capital stock or securities (other than a dividend, payment or distribution solely payable in capital stock on a pro rata as-converted basis to all stockholders) or repurchase or redeem any of its equity or debt securities (other than the repurchase or redemption of equity securities held by current or former directors, officers, employees, consultants or other service providers of the Maker and its Subsidiaries (or their transferees, estates or beneficiaries under their estate) upon the termination of their employment or service), (c) the Maker shall not effect any reorganization, recapitalization, consolidation, re-designation or other variation of any equity securities of GoodRx, Inc., and (d) the Maker shall not effect any reorganization, recapitalization, consolidation, re-designation or other variation of any equity securities of GoodRx, Holdings unless Maker provides the Holder with written notice thereof.

5. Events of Default.

(a) For purposes of this Note, each of the following occurrences shall constitute an "Event of Default" hereunder:

(i) the Maker fails to pay when due and payable (whether on the Scheduled Payment Date, by acceleration or otherwise) in accordance with the terms of this Note any amount payable under this Note; or

(ii) GoodRx Holdings materially breaches any representation or warranty contained with respect to Maker in this Note; or

(iii) the Maker fails to perform or observe the covenant set forth in the second sentence of Section 3(a) or any of the covenants set forth in Section 4;

(iv) the Maker fails to perform or observe in any other covenant contained in this Note (other than the covenant in Section 9(a)(ii), a payment obligation described in Section 5(a)(i) or the covenants referred to in Section 5(a)(iii)), and such failure is not cured within ten (10) Business Days after the Maker receives a written notice from the Holder of the occurrence thereof;

(v) the Maker fails to perform the covenant set forth in Section 9(a)(ii), and such failure is not cured within one hundred eighty (180) days after the Maker receives a written notice from the Holder of the occurrence thereof (or such earlier date as the Maker ceases to exercise commercially reasonable efforts to comply with such covenant); or

(vi) (A) the Maker or any of its Subsidiaries makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; (B) or an order, judgment or decree is entered adjudicating the Maker or any of its Subsidiaries bankrupt or insolvent; or (C) any order for relief with respect to the Maker or any of its Subsidiaries is entered under the Federal Bankruptcy Code or any other insolvency law of any jurisdiction; or (D) the Maker or any of its Subsidiaries petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Maker or such Subsidiary, or of any substantial part of the assets of the Maker or any of its Subsidiaries; or (E) the Maker or any of its Subsidiaries files a petition or application or commences any proceeding relating to the Maker or any Subsidiary under any bankruptcy reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or (F) any such petition or application is filed, or any such proceeding is commenced, against the Maker or any of its Subsidiaries and either (I) the Maker or such Subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein, or (II) such petition, application or proceeding is not dismissed within ninety (90) days; or (G) the Maker or any of its Subsidiaries makes, or proposes to make, any distribution of its assets in dissolution or liquidation (except in connection with a Sale of the Company in which this Note is paid in full).

(b) If an Event of Default of the type described in Sections 4(a)(i), 4(a)(ii), 4(a)(iii), 4(a)(iv) or 4(a)(v) has occurred and is continuing, the Holder may declare all or any portion of the outstanding Principal Amount of this Note (together with all unpaid interest thereon) to be immediately due and payable in full. If the Holder declares immediate payment of all or any portion of this Note as permitted by the immediately preceding sentence, the Maker shall immediately pay to the Holder all such amounts. If an Event of Default of the type described in Section 4(a)(vi) has occurred, all of the outstanding Principal Amount of this Note (together with all unpaid interest thereon) shall be immediately due and payable in full.

(c) Notwithstanding any other provisions of this Note, in the event that any Event of Default has occurred and is continuing, then for so long as such Event of Default exists and is continuing, interest shall accrue on the balance of the unpaid principal at a rate equal to fifteen percent (15%) per annum. The parties acknowledge and agree that the default interest is reasonable in view of executives' time, loss of investment opportunities, carrying costs and other expenses caused by an Event of Default.

6. Representations and Warranties of GoodRx Holdings. GoodRx Holdings hereby represents and warrants to the Holder that, as of the date hereof: (a) GoodRx Holdings is corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware; (b) the execution, delivery and performance by GoodRx Holdings of this Note are within its powers, have been duly authorized by all necessary action, and do not contravene GoodRx Holdings' organizational documents or any law or contractual restriction binding on or affecting GoodRx Holdings; (c) no authorization or approval or other action by, and no notice to or filing with, any governmental entity is required for the GoodRx Holdings' due execution, delivery and performance of this Note (other than customary filings and other actions that are required to be made or taken in order to perfect the Holder's security interests as contemplated hereunder); (d) this Note is the Maker's legal, valid and binding obligation enforceable against GoodRx Holdings in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies; and (e) there is no pending or threatened legal proceeding affecting GoodRx Holdings which may adversely affect GoodRx Holdings' financial condition or operations or which purports to affect the legality, validity or enforceability of this Note.

7. Representations and Warranties of the Holder. As of the date hereof, the Holder hereby represents and warrants to the Maker that: (a) the Holder has been advised that this Note has not been registered under the Securities Act, any U.S. state securities laws or the securities laws of any other country or political subdivision thereof and, therefore, cannot be resold or otherwise transferred unless it is registered under the Securities Act, applicable U.S. state securities laws and the applicable securities laws of any other country or political subdivision thereof, or unless an exemption from such registration requirements is available; (b) the Holder is aware that the Maker is under no obligation to effect any such registration with respect to this Note; (c) the Holder is acquiring this Note for its own account and not with a view to, or for resale in connection with, the distribution thereof in violation of the Securities Act, any applicable U.S. state securities laws or the applicable securities laws of any other country or political subdivision thereof; (d) the Holder is an "accredited investor" as that term is defined in Regulation D under the Securities Act, and/or has such knowledge and experience in financial and business matters that the Holder is capable of evaluating the merits and risks of its investment in this Note, and the Holder is able to incur a complete loss of such investment and is able to bear the economic risk of such investment for an indefinite period of time; (e) in making its decision to invest in this Note, the Holder has made its own independent credit analysis, and is not relying on the fact that any other Person is an investor in or a lender to the Maker; and (f) the Holder has had an opportunity to ask questions and receive answers concerning the terms of this Note and has had full access to such other information concerning the Maker as it has requested.

8. Definitions. For purposes of this Note, the following definitions shall apply:

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person in question. For the purposes of this definition and the definition of “Subsidiary,” “control” (including “controlling,” “controlled by” and “under common control with”) as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Indebtedness” means (a) indebtedness for borrowed money, (b) indebtedness secured by any Security Interests on owned property, whether or not the indebtedness secured has been assumed, (c) indebtedness evidenced by notes, bonds, debentures, mortgages, deeds of trust or similar instruments, (d) capital lease obligations in excess of \$250,000 in the aggregate, including all amounts representing the capitalization of rentals in accordance with GAAP, (e) all obligations for the deferred purchase price of property or services, including earnouts and other contingent liabilities (other than current liabilities incurred in the Ordinary Course of Business), (f) all commitments by which a Person assures a creditor against loss (including contingent reimbursement obligations regarding letters of credit, to the extent drawn, surety bonds, performance bonds, bankers’ acceptances and similar instruments), (g) all obligations under any hedging or swap obligation or other similar arrangement, (h) all obligations in respect of guaranties, in any manner, of all or any part of any Indebtedness of any other Person, and (i) all outstanding prepayment premiums, if any, and accrued interest, fees and expenses and guarantees with respect to liabilities of a type described in any of clauses (a) through (h) above.

“Independent Third Party” means any Person who meets all of the following: immediately prior to the contemplated transaction, does not own directly or indirectly in excess of 1% of the Maker’s (or any of its Subsidiaries’ or parent’s) outstanding capital stock (a “1% Owner”), is not an Affiliate of any such 1% Owner or an Investor, is not an Affiliate of Maker or any of its Subsidiaries, is not a Permitted Transferee of any such 1% Owner or an Investor, and is otherwise not eligible to receive a Permitted Investor Transfer.

“Investor” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Investor Rights Agreement” means that certain Investor Rights Agreement of an even date herewith, by and among GoodRx Holdings and the stockholders of GoodRx Holdings signatory thereto, as the same may be amended or modified from time to time in accordance with its terms.

“IPO” means the initial sale in an underwritten public offering registered under the Securities Act of the securities of Maker or its Subsidiaries or parent.

“Obligations” means the Principal Amount, interest and other indebtedness, advances, expenses, debts, liabilities, obligations, indemnities, covenants and duties owing by the Maker to the Holder that arises under this Note, whether arising on or after the date hereof.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to frequency and amount).

“Permitted Investor Transfer” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Permitted Transferee” shall have the meaning ascribed to such term in the Stockholders Agreement.

“Person” means and includes an individual, a partnership, a joint venture, a limited liability company, a corporation or trust, an unincorporated organization, a group, a government or other department or agency thereof, or any other entity.

“Sale of the Company” means (a) any transaction or series of related transactions (whether by merger, consolidation, sale or transfer of securities, sale or transfer of assets or otherwise) relating to either Maker or their respective Subsidiaries (i) immediately following which the Investors, the Holder and their respective Affiliates do not, directly or indirectly, beneficially own at least 50% of the combined voting power and economic interests in either Maker or such Subsidiary, as applicable, (excluding bona fide equity financings for the purpose of raising working capital approved in good faith by the Board), or (ii) pursuant to which any Independent Third Party or group of Independent Third Parties acquire, directly or indirectly, (A) at least 50% of the equity securities of either Maker or such Subsidiary or voting power or rights under normal circumstances to elect a majority of either Maker’s or such Subsidiary’s board of directors (by individual or vote), or (B) all or substantially all of either Maker’s or their respective Subsidiary’s assets (whether by transfer, assignment, exclusive license or other disposition), (b) the liquidation, dissolution and winding up of either Maker or any of their respective Subsidiaries (whether voluntary or involuntary); or (c) a Deemed Liquidation Event (as defined in the certificate of incorporation of GoodRx Holdings).

“Securities Act” means the Securities Act of 1933, as amended.

“Security Interest” means any mortgage, pledge, security interest, encumbrance, charge, claim, option, easement, right of way, encroachment or other lien (whether arising by contract, by operation of Law or otherwise), other than (i) mechanic’s, materialmen’s, and similar liens, (ii) liens arising under worker’s compensation, unemployment insurance, social security, retirement, and similar legislation, (iii) liens for taxes not yet due and payable, and (iv) liens on goods in transit incurred pursuant to documentary letters of credit, in each case arising in the Ordinary Course of Business of the Maker and not material to the Maker.

“Stockholders Agreement” means that certain Stockholders Agreement, dated as of October 7, 2015, by and among GoodRx Holdings and the stockholders of GoodRx Holdings signatory thereto, as the same may be amended or modified from time to time in accordance with its terms.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time

owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or (ii) if a limited liability company, partnership, association, or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes hereof, a Person shall be deemed to have a majority ownership interest in a limited liability company, partnership, association, or other business entity if such Person shall be allocated a majority of limited liability company, partnership, association, or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association, or other business entity.

9. Information and Inspection Rights.

(a) For so long as any portion of the Obligations remains outstanding under this Note, the Maker shall deliver to the Holder: (i) as soon as available but in any event within forty-five (45) days after the end of each quarterly accounting period in each fiscal year, unaudited statements of income and cash flows of the Maker and its Subsidiaries for such quarterly period and for the period from the beginning of the fiscal year to the end of such quarter, and unaudited balance sheets of the Maker and its Subsidiaries as of the end of such quarterly period, all prepared in accordance with GAAP (except that (i) such financial statements may be subject to normal year-end audit adjustments and not contain all notes thereto that may be required in accordance with GAAP), (ii) as soon as available but in any event within one hundred twenty (120) days after the end of each fiscal year, audited statements of income and cash flows of the Maker and its Subsidiaries for such fiscal year, an audited statement of stockholders' equity as of the end of such fiscal year, and audited balance sheets of the Maker and its Subsidiaries as of the end of such fiscal year, in each case, prepared and audited (in accordance with GAAP) and certified by independent public accountants of regionally recognized standing selected by the Company; and (iii) within forty-five (45) days of the last day of each fiscal quarter, a report signed by Maker, in form reasonably acceptable to Holder, listing any applications or registrations that Maker has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations, as well as any material change in the Collateral. If, for any period, the Maker has any Subsidiary whose accounts are consolidated with those of the Maker, then in respect of such period(s) specifically identified above, the financial statements delivered pursuant to such section(s) above shall be the consolidated and consolidating financial statements of the Maker and all such consolidated Subsidiaries.

(b) For so long as any portion of Obligations remains outstanding under this Note, the Maker shall permit any representatives designated by the Holder, upon reasonable advance notice and during normal business hours, to (i) visit and inspect any of the properties of the Maker and its Subsidiaries, (ii) examine the corporate, financial, and other books and records of the Maker and its Subsidiaries, and (iii) consult with the directors, officers and key employees of the Maker and its Subsidiaries concerning the affairs, finances and accounts of the Maker and its Subsidiaries.

10. Amendment and Waiver. Any amendment to, or modification or waiver of, any provision of this Note, or any consent to any departure by the Maker from the terms hereof, shall

not be effective in any event unless the same is in writing and signed by the Holder and the Maker and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given.

11. Transfer. The Holder shall not sell, offer to sell, transfer, assign, pledge, hypothecate or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) any interest in this Note without the prior written consent of GoodRx Holdings (which consent may be withheld in GoodRx Holdings' sole discretion), and any attempted sale, offer for sale, transfer, assignment, pledge, hypothecation or other disposition of any interest in this Note in violation of such terms shall be null and void and of no force or effect. Notwithstanding the foregoing, Holder may transfer any interest in the Note pursuant to a Permitted Transfer (as defined in the Stockholder's Agreement). Each transferee of any interest in this Note shall agree in writing, prior to and as a condition precedent to the effectiveness of such transfer, to be bound by the provisions of this Note (including, without limitation, the setoff rights set forth in Section 2 above), without modification or condition, subject only to the consummation of such transfer. The Maker shall not sell, offer to sell, transfer, assign, pledge, hypothecate or otherwise dispose of (whether with or without consideration and whether voluntarily or involuntarily or by operation of law) this Note or any interest in or obligation under this Note without the prior written consent of the Holder (which consent may be withheld in Holder's sole discretion).

12. Cancellation. Immediately after all Obligations at any time owed on this Note have been paid in full, this Note shall be automatically canceled and the Holder shall immediately surrender this Note to the Maker for cancellation. Except in the case of a replacement note issued pursuant to Section 13, after cancellation of this Note, this Note shall not be reissued.

13. Replacement. Upon receipt of evidence reasonably satisfactory to the Maker of the loss, theft, destruction or mutilation of this Note and, in the case of any such loss, theft or destruction of this Note, upon receipt of a customary indemnity or, in the case of any such mutilation, upon the surrender and cancellation of this Note, the Maker, at its expense, shall execute and deliver, in lieu thereof, a new Note containing the same terms as such lost, stolen, destroyed or mutilated Note. Any Note in lieu of which any such new Note has been so executed and delivered by the Maker shall not be deemed to be an outstanding Note and shall be deemed cancelled.

14. Place of Payment; Notices. Payments of principal and interest are to be made by the Maker in the lawful money of the United States of America by wire transfer in immediately available funds. Payments of principal and interest shall be delivered on behalf of the then Holder to the address of the Holder set forth below or at such other address as is specified by prior written notice by the Holder to the Maker. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly delivered as follows: (i) four (4) Business Days after it is sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after it is sent for next Business Day delivery via a reputable nationwide overnight courier service, (iii) when transmitted and receipt is confirmed if it is sent by facsimile transmission or email, with a copy mailed on the same day in the manner provided in clauses (i)

or (ii) of this Section 14, or (iv) if otherwise personally delivered, when delivered; provided, that in each case such notices, requests, demands, claims and other communications are delivered to the address, email and/or facsimile number set forth below, or to such other address as any Party shall provide by notice in the manner herein set forth to the other Parties:

If to the Maker:

GoodRx Holdings, Inc.
GoodRx, Inc.
c/o Francisco Partners Management
LLC
One Letterman Drive
Building C - Suite 410
San Francisco, CA 94129
Attn: Chris Adams
Adam Solomon
adams@franciscopartners.com
solomon@franciscopartners.com
Fax: 415.418.2999

and

GoodRx Holdings, Inc.
GoodRx, Inc.
c/o Spectrum Equity
140 New Montgomery, 20th Fl.
San Francisco, CA 94105
Attn: Stephen LeSieur
slesieur@spectrumequity.com
Fax: 415.464.4600

If to Holder:

Idea Men, LLC
225 Santa Monica Blvd., 5th Floor
Santa Monica, CA 90401
Attn: Trevor Bezdek
trevor@ideamen.com

Copy (which shall not constitute
notice) to:

Kirkland & Ellis LLP
3330 Hillview Avenue
Palo Alto, CA 94129
Attn: Adam D. Phillips, P.C.
adam.phillips@kirkland.com
Fax: 650.859.7500

and

Kirkland & Ellis LLP
555 California Street, 27th Fl.
San Francisco, CA 94103
Attn: David L. Dixon, P.C.
david.dixon@kirkland.com
Fax: 415.439.1500

Copy (which shall not constitute
notice) to:

Montgomery & Hansen, LLP
525 Middlefield Road, Suite 250
Menlo Park, CA 94025
Attn: Kerry T. Smith, Esq.
ksmith@mh-llp.com
Fax: 650.331.7001

15. Business Days. If any payment is due, or any time period for giving notice or taking action expires, on a day which is a Saturday, Sunday or legal holiday in the State of New York, the payment shall be due and payable on, and the time period shall automatically be extended to, the next business day in such State immediately following such Saturday, Sunday or legal holiday, and interest shall continue to accrue at the required rate hereunder until any such payment is made.

16. Waiver of Presentment, Demand and Dishonor. The Maker hereby waives presentment for payment, protest, demand, notice of protest, notice of nonpayment and diligence with respect to this Note, and waives and renounces all rights to the benefits of any statute of limitations or any moratorium, appraisement, exemption, or homestead now provided or that hereafter may be provided by any statute, including but not limited to exemptions provided by or allowed under the laws of general application relating to bankruptcy, insolvency and the relief of debtors, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the obligations hereunder and any and all extensions, renewals, and modifications hereof.

17. Governing Law and Venue. All issues and questions concerning the construction, validity, enforcement and interpretation of this Note shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Holder shall be entitled to seek an injunction or injunctions to prevent breaches of this Note and to seek to enforce specifically the terms and provisions of this Note to the fullest extent allowed by applicable law, including without limitation to prevent anticipated breaches of covenants of this Note, this being in addition to any other remedy to which the Holder is entitled at law or in equity. In addition, each of the parties hereto (a) consents to submit itself to the personal jurisdiction of the Delaware Court of Chancery in New Castle County in the event any dispute arises out of this Note or the transactions contemplated by this Note, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Note or the transactions contemplated by this Note in any court other than Delaware Court of Chancery in New Castle County, and irrevocably waives the right to trial by jury, and (d) irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

18. No Waiver. The rights and remedies of the Holder expressly set forth in this Note are cumulative and in addition to, and not exclusive of, all other rights and remedies available at law, in equity or otherwise. No failure or delay on the part of the Holder in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or be construed to be a waiver of any of the Maker's obligations hereunder. No course of dealing between the Maker and the Holder or their agents or employees shall be effective to amend, modify or discharge any provision of this Note or to constitute a waiver of any of the Maker's obligations hereunder. No notice to or demand upon Maker in any case shall entitle Maker to any other or further notice or demand in similar or other circumstances or constitute a waiver of the right of the Holder to exercise any right or remedy or take any other or further action in any circumstances without notice or demand.

19. Construction. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular. The Maker and the Holder have participated jointly in the negotiation and drafting of this Note. In the event an

ambiguity or question of intent or interpretation arises, this Note shall be construed as if drafted jointly by the Maker and the Holder, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Note. Time is of the essence for the performance of all obligations set forth in this Note.

20. **Payment Set Aside.** To the extent that the Maker makes a payment or payments to the Holder or otherwise on behalf of the Holder hereunder or the Holder enforces any rights hereunder, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside, recovered from, disgorged by or are required to be refunded, repaid or otherwise restored to the Maker, a trustee, receiver or any other Person under any law (including any bankruptcy law, state or federal law, common law or equitable cause of action), then to the extent of any such restoration the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or setoff had not occurred.

21. **Indemnification.** The Maker shall indemnify the Holder from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind whatsoever which may at any time (including at any time following the repayment of the Obligations) be imposed on, incurred by or asserted against the Holder by any third party in any way relating to or arising out of any action taken or omitted by the Holder under or in connection with this Note after the Effective Date (except to the extent arising from the violation of law, willful misconduct or gross negligence of the Holder as determined by a court of competent jurisdiction on a nonappealable basis).

22. **Expenses.** Except as otherwise expressly provided under this Note, the Holder and the Maker shall each pay their respective legal costs in connection with the negotiation and preparation of this Note. The Maker shall pay and reimburse the Holder for all reasonable, out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees, costs and expenses) incurred by Holder in connection with the enforcement or protection of the Holder's rights under this Note.

23. **Survival of Covenants.** All covenants and representations and warranties contained in this Note shall survive the execution and delivery of this Note and the consummation of the transactions contemplated hereby.

24. **Severability.** Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Note.

25. **Counterparts.** This Note may be executed simultaneously in two or more counterparts (including by facsimile or .pdf format), any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one in the same agreement. The original of this Note shall be delivered to Holder promptly following execution hereof.

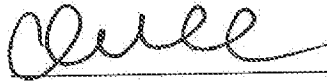
26. Third-Party Beneficiaries. This Note is for the sole benefit of the Maker the Holder and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any party any legal or equitable rights hereunder.

* * *

[The Remainder of This Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date first above written.

GOODRX HOLDINGS, INC.

By: 
Name: Chris Adams
Title: President

GOODRX, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

IDEA MEN, LLC

By: _____
Name: _____
Its: _____

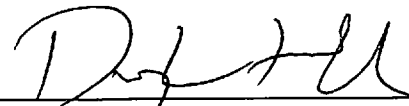
[Signature Page to Seller Note]

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date first above written.

GOOD RX HOLDINGS, INC.

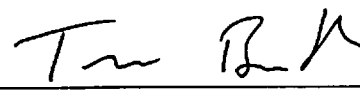
By: _____
Name: _____
Title: _____

GOOD RX, INC.

By: 
Name: DOUGLAS HIRSCH
Title: CO-CEO

ACKNOWLEDGED AND AGREED TO BY:

IDEA MEN, LLC

By: 
Name: Trevor Bezdak
Title: Manager

[Signature Page to Seller Note]

Exhibit A
Collateral

The term "Collateral" means all the assets and property of GoodRx Holdings, Inc., GoodRx, Inc. and all of their respective Subsidiaries, whether presently existing or hereafter created or acquired, and wherever located, together with all proceeds thereof, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), financial assets, general intangibles (including patents, trademarks, copyrights, goodwill, payment intangibles, domain names, and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of the Maker's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment.

All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions.

