

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT6643824

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN PATENT SECURITY AGREEMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VIRGIN PULSE, INC.	04/06/2021
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.	
<b>Street Address:</b>	10 S. DEARBORN, SUITE 1-1145 (FLOOR L2)	
<b>City:</b>	CHICAGO	
<b>State/Country:</b>	ILLINOIS	
<b>Postal Code:</b>	60603	
<b>PROPERTY NUMBERS Total: 3</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8027822
	Patent Number:	8321192
	Patent Number:	8346524
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	2136207848	
<b>Email:</b>	iprecordations@whitecase.com	
<b>Correspondent Name:</b>	JUSTINE LU/WHITE & CASE LLP	
<b>Address Line 1:</b>	555 SOUTH FLOWER STREET, 2700	
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071	
<b>ATTORNEY DOCKET NUMBER:</b>	1475298-0003-S216	
<b>NAME OF SUBMITTER:</b>	JUSTINE LU	
<b>SIGNATURE:</b>	/Justine Lu/	
<b>DATE SIGNED:</b>	04/07/2021	
<b>Total Attachments: 5</b>		
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source=Virgin Pulse - 2L Patent Security Agreement [Executed]#page3.tif		

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## SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of April 6, 2021 (this "Patent 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 a Second Lien Security Agreement of even date with the Credit Agreement (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 Patent 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 Patent 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 "Patent Collateral") to secure the Secured Obligations: all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent 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 Patent 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 Patent 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 Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent 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 Patent 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 Patent 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.

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

PLEDGOR:

**VIRGIN PULSE, INC.**, a Delaware corporation

By:   
Name: Todd Laddusaw  
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

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

By: \_\_\_\_\_  
Name:  
Title:

[Virgin Pulse – Signature Page to Second Lien Patent Security Agreement]

**PATENT**  
**REEL: 055851 FRAME: 0910**

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


PLEDGOR:

**VIRGIN PULSE, INC.**, a Delaware  
corporation

By: \_\_\_\_\_  
Name: Todd Laddusaw  
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

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

By:  \_\_\_\_\_  
Name: Kathryn Cotter  
Title: Authorized Officer

SCHEDULE 1  
to  
SECOND LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents and Patent Applications:

<b>Title</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Status</b>	<b>Owner</b>
INTERACTIVE, INTERNET SUPPORTED HEALTH AND FITNESS MANAGEMENT SYSTEM	11156938	06/20/2005	8027822	09/27/2011	Granted	Virgin Pulse, Inc.
COMPUTER METHOD AND SYSTEM FOR PROMOTING HEALTH, WELLNESS, AND FITNESS WITH MULTIPLE SPONSORS	12553197	09/03/2009	8321192	11/27/2012	Granted	Virgin Pulse, Inc.
INTERACTIVE, INTERNET SUPPORTED HEALTH AND FITNESS MANAGEMENT SYSTEM	13215769	08/23/2011	8346524	01/01/2013	Granted	Virgin Pulse, Inc.