OP \$165.00 2180628

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM711195

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------------|----------|----------------|-------------------------------------|
| EHEALTHINSURANCE SERVICES, INC. | | 02/28/2022 | Corporation: DELAWARE |
| PLANPRESCRIBER, INC. | | 02/28/2022 | Corporation: DELAWARE |
| WEALTH, HEALTH AND LIFE ADVISORS, LLC | | 02/28/2022 | Limited Liability Company: TEXAS |

RECEIVING PARTY DATA

| Name: | BLUE TORCH FINANCE LLC | |
|-------------------|-------------------------------------|--|
| Street Address: | 150 E. 58th Street | |
| Internal Address: | 18th Floor | |
| City: | New York | |
| State/Country: | NEW YORK | |
| Postal Code: | 10155 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2180628 | EHEALTH |
| Registration Number: | 2394766 | EHEALTHINSURANCE |
| Registration Number: | 2785151 | EHEALTHSYSTEMS |
| Registration Number: | 2874523 | ONLINE ANYTIME |
| Registration Number: | 4922986 | PLANPRESCRIBER |
| Registration Number: | 5585040 | GOMEDIGAP |

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

TRADEMARK

REEL: 007645 FRAME: 0643

| ATTORNEY DOCKET NUMBER: | 30359.515016 |
|-------------------------|-----------------|
| NAME OF SUBMITTER: | Moira Sheehan |
| SIGNATURE: | /Moira Sheehan/ |
| DATE SIGNED: | 03/01/2022 |

Total Attachments: 31

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time this "<u>Trademark Security Agreement</u>") is made as of this 28th day of February, 2022, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the "<u>Grantors</u>" and each a "<u>Grantor</u>"), and Blue Torch Finance LLC, in its capacity as Collateral Agent for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among EHEALTH, INC., a Delaware corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), and BLUE TORCH FINANCE LLC, as Administrative Agent for the Lenders and as Collateral Agent for the Secured Parties, the Lenders agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to that certain Security Agreement, dated as of February 28, 2022 (as amended, restated, amended and restated, extended, supplemented and/or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other grantors party thereto and the Collateral Agent, the Grantors are required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS; CONSTRUCTION</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement. The rules of Construction specified in Article I of the Credit Agreement also apply to this Trademark Security Agreement, *mutatis mutandis*.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of such Grantor's trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated with the foregoing, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, or in any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (collectively, "Trademarks"), including those referred to on Schedule I hereto;
 - (b) all extensions or renewals of the foregoing; and
 - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Trademark.
- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this

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Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

- 4. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor 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.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new Trademark, this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new Trademarks. Without limiting the Grantors' obligations under this Section 5, the Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new Trademarks of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto. Section 12.15 of the Credit Agreement is incorporated herein by reference, *mutatis mutandis*.

[Remainder of page intentionally left blank signature page follows.]

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

GRANTORS:

EHEALTHINSURANCE SERVICES, INC., a Delaware Corporation

By:

Name: Christine Janofsky

Title:

Senior Vice President and Chief Financial

Officer

PLANPRESCRIBER, INC., a Delaware Corporation

By:

Name: Christine Janofsky

Title:

Chief Financial Officer and Treasurer

WEALTH, HEALTH AND LIFE ADVISORS, LLC, a Texas limited liability company

By:

Name: Christine Jandsky

Title:

Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

RECORDED: 03/01/2022

BLUE TORCH FINANCE LLC, as Collateral Agent

By: Blue Torch Capital LP, its managing member

Docusigned by:

Name: Kevin Genda

Title: CEO

Signature Page to Trademark Security Agreement