

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522473

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		05/06/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cortland Capital Market Services LLC		
Street Address:	225 West Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4460795	OUTCOME	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202.370.4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1078843 (1 of 2)		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	05/07/2019		
Total Attachments: 6			
source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page2.tif			
source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page3.tif			

OP \$40.00 4460795

source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page4.tif
source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page5.tif
source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page6.tif
source=#92018921v1 - (TM Assignment Agreement -ContextMedia Health, LLC (1 of 2))#page7.tif

TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") dated as of May 6, 2019 is by and among **JPMORGAN CHASE BANK, N.A.**, in its capacity as Original Agent (as such term is defined in the Agency Resignation and Appointment Agreement (as defined below)) (in such capacity, the "Original Agent"), **CORTLAND CAPITAL MARKET SERVICES LLC**, in its capacity as Successor Agent (as such term is defined in the Agency Resignation and Appointment Agreement) (in such capacity, the "Successor Agent"), and the party other than the Original Agent and the Successor Agent identified on the signature pages hereto (the "Pledgor").

WHEREAS, Outcome, LLC (as successor to ContextMedia Health Holdings, LLC, "Holdings"), ContextMedia Health, LLC (the "Borrower"), each other Guarantor party thereto, the Lenders and other lenders party thereto from time to time and the Original Agent are parties to that certain Credit Agreement, dated as of December 23, 2016 (as amended and otherwise modified by the Joinder and Release Agreement dated as of February 17, 2017, the Waiver and First Amendment to Credit Agreement dated as of January 31, 2018, the Second Amendment to Credit Agreement dated as of September 28, 2018 and the Third Amendment to Credit Agreement dated as of October 31, 2018, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Credit Agreement

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain Guarantee and Collateral Agreement dated as of December 23, 2016 (as amended, restated, amended and restated, replaced, supplemented and/or modified, the "Guarantee and Collateral Agreement") pursuant to which the Pledgor entered into that certain Trademark Security Agreement as of June 5, 2017 (the "Trademark Security Agreement").

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor pledged and granted to the Original Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under: (a) the United States Trademarks of the Pledgor listed on Schedule 1 attached hereto; (b) all goodwill associated with such Trademarks; and (c) all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 7, 2017 at Reel/Frame 6078/0354.

WHEREAS, in connection with the resignation of the Original Agent and the appointment of Successor Agent, pursuant to that certain Agency Resignation and Appointment Agreement, dated as of April 30, 2019 (the "Agency Resignation and Appointment Agreement"), among the Borrower, Holdings, the Successor Agent, the Original Agent, each other Guarantor signatory thereto and those Lenders under the Credit Agreement which are parties thereto, the Original Agent desires to evidence the assignment of the security interest granted to the Original Agent in the Trademark Collateral to the Successor Agent for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the parties hereto hereby covenant and agree as follows:

1. Assignment. The Original Agent hereby irrevocably transfers, assigns, grants, and conveys to the Successor Agent all of the Original Agent's right, title and interest in and to the Trademark Security Agreement and all rights and privileges of Original Agent thereunder, including, without limitation, the security interest granted to the Original Agent in the Trademark Collateral, including the Trademarks identified on Schedule 1 hereto.

2. Representations and Warranties of Original Agent. This Agreement is an absolute assignment, and is made without recourse, representation, or warranty, express or implied, except that the Original Agent represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Cooperation. The Pledgor and the Original Agent hereby authorize the Successor Agent to record this Agreement with the United States Patent and Trademark Office in order to amend the name of the secured party to the Successor Agent.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic imaging means shall be effective as an original.

6. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Trademark Security Interest Assignment Agreement effective as of the date first above written.

JPMORGAN CHASE BANK, N.A., as the Original Agent

By: *Ceraldine A. King*
Name: *Ceraldine A. King*
Title: *Executive Director
Special Credits Risk*

[Signature Page to Trademark Security Interest Assignment Agreement]

CORTLAND CAPITAL MARKET SERVICES LLC, as the Successor Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

[Signature Page to Trademark Security Interest Assignment Agreement]

Acknowledged by:

ContextMedia Health, LLC

By: _____

Name: Gregory W Freiberg

Title: CFO

[Signature Page to Trademark Security Interest Assignment Agreement]

TRADEMARK
REEL: 006639 FRAME: 0147

Schedule 1

Trademarks

MARK	REG. NO.	REG. DATE
OUTCOME	4,460,795	07-Jan-2014