# CH \$115.00 41893

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM533632

NATURE OF CONVEYANCE: Trademark Release and Reassignment

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Collateral Agent		07/16/2019	Limited Partnership: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Healthline Media, Inc.	
Street Address:	660 THIRD STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: DELAWARE	
Name:	EverdayFamily, Inc.	
Street Address:	660 THIRD STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94107	
Entity Type:	Corporation: NEVADA	

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	4189310	HEALTHLINE	
Registration Number:	4485751	EVERYDAYFAMILY	
Registration Number:	4505811	EVERYDAYFAMILY	
Serial Number:	87685765	HEALTHLINE	

#### **CORRESPONDENCE DATA**

**Fax Number:** 3128278185

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.

**Email:** will.grossenbacher@klgates.com, valerie.swanson@klgates.com

Correspondent Name: K&L Gates LLP

Address Line 1: 134 Meeting Street, Suite 500

Address Line 4: Charleston, SOUTH CAROLINA 29401

TRADEMARK REEL: 006703 FRAME: 0824

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ATTORNEY DOCKET NUMBER:	2852544.00022
NAME OF SUBMITTER:	William H. Grossenbacher
SIGNATURE:	/William H. Grossenbacher/
DATE SIGNED:	07/25/2019
Total Attachments: 3	

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> **TRADEMARK REEL: 006703 FRAME: 0825**

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of July 16, 2019, by ANTARES CAPITAL LP, in its capacity as Collateral Agent ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

#### WITNESSETH:

WHEREAS, Healthline Media, Inc., a Delaware corporation, and EverdayFamily, Inc., a Nevada corporation (together, the "<u>Grantor</u>") and Secured Party are parties to that certain Trademark Security Agreement dated as of November 20, 2018 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on November 20, 2018, at Reel 6485, Frame 0985;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following (collectively the "<u>Trademark Collateral</u>"):
  - (i) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
    - (ii) all renewals and extensions of the foregoing;
  - (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- 2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral.

[Signature Page Follows]

TRADEMARK REEL: 006703 FRAME: 0826 IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By:

Name: Steve Heise

Title: Duly Authorized Signatory

# SCHEDULE 1

# **Trademark Collateral**

# 1. REGISTERED TRADEMARKS

Loan Party	Jurisdiction	Registration No.	Registration Date	Filing Date	Registered Owner	<u>Mark</u>
Healthline Media, Inc.	US	4189310	August 14, 2012	August 9. 2011	Healthline Media, Inc.	HEALTHLINE
EverydayFamily, Inc.	US	4485751	February 18, 2014	April 13, 2012	EverydayFamily, Inc.	EVERYDAYFAMILY
EverydayFamily, Inc.	US	4505811	April 1, 2014	November 22, 2011	EverydayFamily, Inc.	EVERYDAYFAMILY

# 2. TRADEMARK APPLICATIONS

Loan Party	<u>Jurisdiction</u>	Application No.	Filing Date	<u>Applicant</u>	<u>Mark</u>
Healthline Media, Inc.	US	87685765	November 15, 2017	Healthline Media, Inc.	HEALTHLINE

Trademark Release and Reassignment 140232802v3\_387132-00551

**RECORDED: 07/25/2019** 

TRADEMARK REEL: 006703 FRAME: 0828