

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOL HEALTH CORPORATION		09/30/2021	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4139105	F FOCUSED FITNESS	
Registration Number:	4146002	F FOCUSED FITNESS	
Registration Number:	4228898	F FOCUSED FITNESS	
Registration Number:	3027558	FIVE FOR LIFE PROGRAM	
Registration Number:	3874435	WELNET	
Registration Number:	3874434	WELNET	
Registration Number:	3749578	FAB 5	
Registration Number:	3749576	FAB 5	
Registration Number:	3749540	FAB 5	
CORRESPONDENCE DATA			
Fax Number:	8888295817		
<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:	8888295819		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S. LaSalle		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		

OP \$240.00 4139105

NAME OF SUBMITTER:	Gregory T. Pealer
SIGNATURE:	/Gregory T. Pealer/
DATE SIGNED:	10/04/2021
Total Attachments: 5 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif source=IP filing#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Trademark Collateral Agreement") is made as of September 30, 2021, by SCHOOL HEALTH CORPORATION, an Illinois corporation (the "Grantor"), with its principal place of business and mailing address at 5600 Apollo Drive, Rolling Meadows, Illinois 60008, in favor of JPMorgan Chase Bank, N.A., with its mailing address at 10 S. Dearborn Street, Chicago, Illinois 60603, and its successor and assigns ("Secured Party").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated November 17, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Secured Party; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Secured Party, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, Grantor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GRANTOR:

SCHOOL HEALTH CORPORATION


By 
Name: Robert D. Rogers
Title: President

[Signature Page to Trademark Collateral Agreement (School Health Corporation)]

Accepted and agreed to as of the date and year last above written.

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By  _____

Name: Sabina Lin

Title: Authorized Signatory

[Signature Page to Trademark Collateral Agreement (School Health Corporation)]

TRADEMARK
REEL: 007441 FRAME: 0772

SCHEDULE A TO TRADEMARK COLLATERAL AGREEMENT

Federal Trademark Registrations

<u>MARKS</u>	<u>REG. No.</u>	<u>GRANTED</u>
F FOCUSED FITNESS	4139105	5/8/2012
F FOCUSED FITNESS	4146002	5/22/2012
F FOCUSED FITNESS	4228898	10/23/2012
FIVE FOR LIFE PROGRAM	3027558	12/13/2005
WELNET	3874435	11/9/2010
WELNET	3874434	11/9/2010
FAB 5	3749578	2/16/2010
FAB 5	3749576	2/16/2010
FAB 5	3749540	2/16/2010