

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM797348

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LifeLabs Group, LLC		03/23/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, Floor L2, IL1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90720508	LIFELABS LEARNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	617-523-2700		
<b>Email:</b>	susan.dinicola@hkclaw.com,ellen.horne@hkclaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Susan C. DiNicola		
<b>SIGNATURE:</b>	/Susan C. DiNicola/		
<b>DATE SIGNED:</b>	03/24/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2023, is made by LifeLabs Group, LLC (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacities, together with its permitted successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of March 23, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among LifeLabs Group, LLC, a Delaware limited liability company (the “Borrower”), A-LifeLabs AcquisitionCo, LLC, a Delaware limited liability company (“Holdings”), the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of March 23, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), by and among Holdings, the Borrower, the other grantors party thereto and the Administrative Agent, to guarantee the Secured Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Grantor thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its registrations and applications for registration for United States Trademarks included in the Collateral (other than those relating solely to Foreign Subsidiaries (as defined in the Credit Agreement)), including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor (i) in any Trademark application that is filed on an "intent-to-use" basis prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable United States law, and/or (ii) on any other Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and secures all of the Secured Obligations and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. The words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures, the keeping of records in electronic form or any other Electronic Transmission, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

LIFELABS GROUP, LLC  
as Grantor

By:   
Name: Priscila Bala  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: Prayag Parikh  
Name: Prayag Parikh  
Title: Authorized Signatory

**SCHEDULE 1**  
**TRADEMARKS**

<b>Trademark</b>	<b>Serial No.</b>	<b>App. Date</b>	<b>Grantor</b>	<b>Country</b>
LIFELABS LEARNING	90/720508	May 19, 2021	LifeLabs Group, LLC	U.S.
BLUR WORDS	90/855488	July 29, 2021	LifeLabs Group, LLC	U.S.
DEBLUR	90/855515	July 29, 2021	LifeLabs Group, LLC	U.S.
SOON FUNNEL	90/855540	July 29, 2021	LifeLabs Group, LLC	U.S.
SPLIT-TRACK	90/855701	July 29, 2021	LifeLabs Group, LLC	U.S.
CAMPS MODEL	90/855712	July 29, 2021	LifeLabs Group, LLC	U.S.
Q-STEP	90/855730	July 29, 2021	LifeLabs Group, LLC	U.S.
LINK UP	90/891032	August 19, 2021	LifeLabs Group, LLC	U.S.
UC CHECK	90/891052	August 19, 2021	LifeLabs Group, LLC	U.S.
RED FLAGGING	90/891067	August 19, 2021	LifeLabs Group, LLC	U.S.
4P OPENER	90/891107	August 19, 2021	LifeLabs Group, LLC	U.S.
STAY SLUSHY	90/891123	August 19, 2021	LifeLabs Group, LLC	U.S.
BEHAVIORS OF INCLUSION	90/891134	August 19, 2021	LifeLabs Group, LLC	U.S.