

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHOOOP, INC.		01/11/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4805176	WHOOOP	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Melony Sot		
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:	F179318 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	09/13/2018		
Total Attachments: 17			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of January 11, 2018, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and **WHOOB, INC.**, a Delaware with its principal place of business located at 1325 Boylston Street, Suite 401, Boston, Massachusetts (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of February 29, 2016, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement (as the same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank under the Loan Agreement and this Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank under the Loan Agreement and this Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank under the Loan Agreement and this Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WHOOOP, INC.

By: [Signature]

Name: W. A. Adams

Title: CEO / President

BANK:

SILICON VALLEY BANK

By: [Signature]

Name: Mark Roschert

Title: Vice President

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

FILE NUMBER	TITLE	MATTER TYPE	COUNTRY	FILING DATE	SERIAL NUMBER	STATUS	PATENT NO.	ENTITY NAME
WHOO-001-P02	DETERMINING HEART RATE WITH REFLECTED LIGHT DATA	Utility - CON	United States of America	May 29, 2014	14290065	Published	n/a	Whoop, Inc.
WHOO-001-P04	AUTOMATIC LOCATION DETECTION OF A PHYSIOLOGICAL MEASUREMENT SYSTEM ON A USER'S BODY	Utility - CON	United States of America	Jul 8, 2014	14325741	Published	n/a	Whoop, Inc.
WHOO-001-P06	PHYSIOLOGICAL MEASUREMENT SYSTEM WITH MOTION SENSING	Utility - CON	United States of America	Jul 9, 2014	14326598	Published	n/a	Whoop, Inc.
WHOO-001-P07	DETERMINING A RECOVERY INDICATOR USING HEART RATE DATA	Utility - CON	United States of America	Jul 9, 2014	14326810	Published	n/a	Whoop, Inc.
WHOO-001-P08	DEVICE FOR PHYSIOLOGICAL MONITORING AND MEASUREMENT	Utility - CON	United States of America	Jan 14, 2016	14995874	Published	n/a	Whoop, Inc.
WHOO-001-P09	SYSTEMS, DEVICES AND METHODS FOR CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	Utility - CON	United States of America	Jun 14, 2016	15182081	Published	n/a	Whoop, Inc.
WHOO-001-P11	PHYSIOLOGICAL MEASUREMENT SYSTEM WITH MOTION SENSING	Utility - CON	United States of America	Mar 7, 2017	15451685	Published	n/a	Whoop, Inc.
WHOO-001-P60	FITNESS MONITORING SYSTEMS AND METHODS BASED ON CONTINUOUS COLLECTION OF PHYSIOLOGICAL DATA	Prov - ORG	United States of America	Sep 4, 2012	61696525	Completed	n/a	Whoop, Inc.

WHOOOP-001-P61	FITNESS MONITORING SYSTEMS AND METHODS BASED ON CONTINUOUS COLLECTION OF PHYSIOLOGICAL DATA	Prov - ORG	United States of America	Dec 12, 2012	61736310	Completed	n/a	Whoop, Inc.
WHOOOP-001-PWO	SYSTEMS, DEVICES AND METHODS FOR CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	Utility - ORG	PCT	Sep 4, 2013	PCTUS1358077	Completed	n/a	Whoop, Inc.
WHOOOP-002-P01	CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	Utility - ORG	United States of America	Mar 5, 2014	14198437	Published	n/a	Whoop, Inc.
WHOOOP-002-P02	AUTOMATED EXERCISE RECOMMENDATIONS	Utility - CON	United States of America	May 28, 2014	14289330	Published	n/a	Whoop, Inc.
WHOOOP-002-P03	DEVICE FOR MONITORING AND SHARING HEART RATE DATA	Utility - CON	United States of America	Jun 24, 2014	14312894	Published	n/a	Whoop, Inc.
WHOOOP-003-P01	HEART RATE VARIABILITY WITH SLEEP DETECTION	Utility - ORG	United States of America	Jun 25, 2015	14750389	Issued	9743848	Whoop, Inc.
WHOOOP-003-P02	HEART RATE VARIABILITY WITH SLEEP DETECTION	Utility - CON	United States of America	Jul 12, 2016	15207924	Issued	9750415	Whoop, Inc.
WHOOOP-003-PWO	HEART RATE VARIABILITY WITH SLEEP DETECTION	Utility - ORG	PCT	May 25, 2016	PCTUS1634056	Published	n/a	Whoop, Inc.
WHOOOP-004-P01	INTERFACE FOR REMOVABLE WRIST DEVICE	Utility - ORG	United States of America	Jun 19, 2015	14744182	Issued	9730591	Whoop, Inc.
WHOOOP-005-P01	HEART RATE DETECTION USING AMBIENT LIGHT	Utility - ORG	United States of America	May 7, 2015	14706524	Published	n/a	Whoop, Inc.

WHOOOP-006-D01	WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	Design - ORG	United States of America	Jun 4, 2015	29529218	Issued	D767768	Whoop, Inc.
WHOOOP-006-D02	WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	Design - CON	United States of America	Sep 23, 2016	29578653	Issued	D792597	Whoop, Inc.
WHOOOP-006-DEP	WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	Design Registration - ORG	European Union	Dec 3, 2015	002889121	Issued	002889121-0001	Whoop, Inc.
WHOOOP-007-P01	PROBABILITY-BASED USAGE OF MULTIPLE ESTIMATORS OF A PHYSIOLOGICAL SIGNAL	Utility - ORG	United States of America	Sep 14, 2016	15265761	Issued	9596997	Whoop, Inc.
WHOOOP-007-P02	REMOVING MOTION ARTIFACTS FROM A PHYSIOLOGICAL SIGNAL	Utility - ORG	United States of America	Sep 14, 2016	15265792	Published	n/a	Whoop, Inc.
WHOOOP-007-P60	SYSTEMS AND METHODS FOR IMPROVED HEART RATE DETECTION	Prov - ORG	United States of America	Sep 14, 2015	62218017	Completed	n/a	Whoop, Inc.
WHOOOP-007-PWO	PHYSIOLOGICAL SIGNAL MONITORING	Utility - ORG	PCT	Sep 14, 2016	PCTUS1651757	Published	n/a	Whoop, Inc.
WHOOOP-010-P01	VARIABLE BRIGHTNESS AND GAIN FOR OPTIMIZING SIGNAL ACQUISITION	Utility - ORG	United States of America	Sep 15, 2017	15706308	Pending	n/a	Whoop, Inc.
WHOOOP-010-P60	VARIABLE BRIGHTNESS AND GAIN FOR OPTIMIZING SIGNAL ACQUISITION	Prov - ORG	United States of America	Sep 15, 2016	62394829	Completed	n/a	Whoop, Inc.
WHOOOP-011-P60	ACTIVITY RECOGNITION	Prov - ORG	United States of America	Apr 24, 2017	62489259	Pending	n/a	Whoop, Inc.

WHOOOP-011-P61	ACTIVITY RECOGNITION	Prov - ORG	United States of America	May 24, 2017	62510708	Pending	n/a	Whoop, Inc.
WHOOOP-012-P60	IMPROVED ACCURACY OF HEART RATE MEASUREMENT	Prov - ORG	United States of America	Oct 17, 2017	62573683	Pending	n/a	Whoop, Inc.
	REAL-TIME, DEMAND-BASED DYNAMIC PRICING SYSTEM AND METHOD		United States of America	June 11, 2010	12814222	Pending	n/a	Whoop, Inc.
	DETERMINING CARDIOVASCULAR INTENSITY USING HEART RATE DATA		United States of America	June 24, 2014	14313537	Pending	n/a	Whoop, Inc.
	PHYSIOLOGICAL MEASUREMENT SYSTEM WITH A MULTI-CHIP MODULE		United States of America	July 8, 2014	14325901	Pending	n/a	Whoop, Inc.

EXHIBIT C

Trademarks

Mark	Country	Filing Date	Goods/Services	Status
DATA IS NOT STEROIDS	USA	4/11/16	<u>Class 10</u> : Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; Wearable heart rate monitors	Application is Allowed
WHOOOP	Australia	12/9/14	<u>Class 9</u> : Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; wearable heart rate monitors. <u>Class 42</u> : Providing customized data services, namely, providing to individuals analytics based on physiological metrics for purposes of health monitoring. <u>Class 44</u> : Providing personalized analytics based on physiological metrics for purposes of health monitoring to individuals via a website and mobile portal.	Registered. Reg. Date: 11/5/15 Reg. No.: 1705945

<p>WHOOP</p>	<p>Canada</p>	<p>12/9/14</p>	<p><u>Goods:</u> Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; wearable heart rate monitors. <u>Services:</u> Providing customized data services, namely, providing to individuals analytics based on physiological metrics for purposes of health monitoring; providing a website and mobile portal to individuals for furnishing to individuals personalized analytics based on physiological metrics for purposes of health monitoring.</p>	<p>Registered Reg. Date: 10/16/17 Reg. No.: TMA982975</p>
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<p>WHOOP</p>	<p>China</p>	<p>12/9/14</p>	<p><u>Class 9</u>: Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; wearable heart rate monitors. <u>Class 42</u>: Providing customized data services, namely, providing to individuals analytics based on physiological metrics for purposes of health monitoring. <u>Class 44</u>: Providing personalized analytics based on physiological metrics for purposes of health monitoring to individuals via a website and mobile portal.</p>	<p>Application pending.</p>
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<p>WHOOP</p>	<p>EU</p>	<p>12/9/14</p>	<p><u>Class 9</u>: Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; wearable heart rate monitors. <u>Class 42</u>: Providing customized data services, namely, providing to individuals analytics based on physiological metrics for purposes of health monitoring. <u>Class 44</u>: Providing personalized analytics based on physiological metrics for purposes of health monitoring to individuals via a website and mobile portal.</p>	<p>Registered. Reg. Date: 12/9/14 Reg. No.: 1255058</p>
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<p style="text-align: center;">WHOOP</p>	<p>International Registration</p>	<p>12/9/14</p>	<p><u>Class 9</u>: Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; wearable heart rate monitors. <u>Class 42</u>: Providing customized data services, namely, providing to individuals analytics based on physiological metrics for purposes of health monitoring. <u>Class 44</u>: Providing personalized analytics based on physiological metrics for purposes of health monitoring to individuals via a website and mobile portal.</p>	<p>Registered 7/9/15 International Reg. No. 10255058</p>
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<p>WHOOP</p>	<p>Japan</p>	<p>12/9/14</p>	<p><u>Class 9</u>: Wearable heartrate monitors other than for medical use. <u>Class 42</u>: Software as a service (SAAS) services, namely, providing a customized website and mobile portal for individuals featuring data analytics based on physiological metrics for purposes of health monitoring. <u>Class 44</u>: Providing information via a website and Internet portals featuring information about medical laboratory analyses based on physiological metrics</p>	<p>Registered. Reg. Date: 12/9/14 Reg. No.: 1255058</p>
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WHOOP	USA	6/23/14	<p><u>Class 10</u>: Health monitoring devices for capturing and transmitting physiological metrics to be available on an online analytic system; Wearable heart rate monitors</p> <p><u>Class 42</u>: Software as a Service (SAAS) services, namely, providing a customized website and mobile portal for individuals featuring data analytics based on physiological metrics for purposes of health monitoring</p> <p><u>Class 44</u>: Providing a website and mobile portal featuring personalized data analytics to individuals based on physiological metrics for purposes of health monitoring</p>	Registered. Reg. Date: 11/5/15 Reg. No.: 4805176
LIL' WHOOP PRODUCTIONS	USA	12/9/14		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date