

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492986

<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>
Noom, Inc.		10/03/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Structural Capital Investments II, L.P.		
<b>Street Address:</b>	3555 Alameda De Las Pulgas, Suite 208		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4134936	NOOM	
<b>Registration Number:</b>	5552897	NOOM	
<b>Serial Number:</b>	87860722	NOOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	3145526077		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	Thompson Coburn LLP		
<b>Address Line 2:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	62498-178183		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		
<b>SIGNATURE:</b>	/sn/		
<b>DATE SIGNED:</b>	10/04/2018		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement** is made as of October 3, 2018 ("*Security Agreement*"), by and between **Noom, Inc.** a Delaware corporation ("*Debtor*"), and **Structural Capital Investments II, L.P.** ("*Lender*").

### RECITALS

**A.** Lender and Debtor are entering into the Loan and Security Agreement dated October 3, 2018 (as the same may be modified, amended, supplemented, restated or superseded from time to time, the "*Loan Agreement*") whereby Lender may provide Advances and other financial accommodations to Debtor pursuant to the terms of the Loan Documents. Terms not defined herein shall have the meanings ascribed to them in the Loan Agreement.

**B.** In order to induce Lender to make the Advances, Debtor has agreed to grant a security interest in the Collateral (as defined below) to Lender for purposes of securing the obligations of Debtor to Lender, subject to the terms of this Security Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Debtor's present or future indebtedness, obligations and liabilities to Lender under the Loan Agreement and the other documents executed in connection therewith (as the same may be modified, amended, supplemented, restated or superseded from time to time, collectively, the "*Loan Documents*"), Debtor hereby grants a security interest to Lender, in and to Debtor's entire right, title and interest in, to and under the following intellectual property rights, to the extent owned or purported to be owned by Debtor, now or hereafter existing, created, acquired or held by Debtor during the term of the Loan Documents (all of which shall collectively be called the "*Collateral*"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections now owned or hereinafter obtained by Debtor, in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, those set forth on *Exhibit A* attached hereto and incorporated herein by this reference (collectively, the "*Copyrights*").

(b) Any and all trade secrets;

(c) Any and all design rights which may be available to Debtor;

(d) All patents and patent applications now owned or hereinafter obtained by Debtor, in the United States and outside of the United States including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, those set forth on *Exhibit B* attached hereto and incorporated herein by this reference (collectively, the "*Patents*");

(e) Any trademark and servicemark rights now owned or hereinafter obtained by Debtor, whether registered or not, applications to register and registrations of the same, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, including, without limitation, those set forth on *Exhibit C* attached hereto and incorporated herein by this reference (collectively, the "*Trademarks*"), provided that this shall not include any intent-to use Trademark applications prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with regard thereto, to the extent the grant of a security interest therein may impair the validity or enforceability of any Trademark that may issue from such intent to use Trademark application under applicable law;

(f) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(i) 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.

**2. AUTHORIZATION AND REQUEST.** Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

**3. COVENANTS AND WARRANTIES.** During the term of this Security Agreement, Debtor represents, warrants, covenants and agrees as follows:

(a) Performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Debtor is a party or by which Debtor is bound, except to the extent that certain agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Security Agreement constitutes an assignment;

(b) During the term of this Security Agreement, Debtor will not sell, transfer, assign or otherwise encumber any interest in the Collateral, except for (i) non-exclusive licenses granted by Debtor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement and (ii) subject to Debtor's execution of appropriate documents, in form acceptable to Lender, to perfect or continue the perfection of Lender's interest in the Collateral, transfers to Affiliates of Debtor;

(c) Debtor shall promptly advise Lender of any material adverse changes in the composition of the Collateral, including but not limited to any subsequent material adverse change in the ownership rights of Debtor in or to any Copyright, Patent or Trademark, including those not specified in this Security Agreement or in the reporting required in the Loan Agreement;

(d) Debtor shall (i) use commercially reasonable efforts to protect, defend and maintain the validity and enforceability of the Copyrights, Patents and Trademarks material to Debtor's business, except as Debtor may determine in its reasonable business judgment (ii) use commercially reasonable efforts to detect infringements of the Copyrights, Patents and Trademarks and promptly advise Lender in writing of material infringements detected in material Copyrights, Patents and Trademarks and (iii) not allow any Copyrights, Patents or Trademarks material to Debtor's business to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment, forfeiture or dedication to the public is appropriate;

(e) Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral;

(f) This Security Agreement creates, and in the case of after acquired Collateral, this Security Agreement will create at the time Debtor first has rights in such after acquired Collateral, in favor of Lender a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of all present or future indebtedness, obligations and liabilities of Debtor to Lender, including,

without limitation, such indebtedness, obligations and liabilities under the Loan Agreement and the other Loan Documents, upon making the filings referred to in **Section 3(i)** below, subject only to Permitted Liens;

(g) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Debtor with respect to the Collateral is accurate and complete in all material respects;

(h) Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Collateral, the ability of Debtor to dispose of any material Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the material Collateral.

**4. LENDER'S RIGHTS.** Lender shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is expressly required under this Security Agreement to take but which Debtor fails to take, after fifteen (15) days' notice to Debtor, unless Debtor has notified Lender that more time would be reasonably necessary. Debtor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this **Section 4**.

**5. FURTHER ASSURANCES; ATTORNEY IN FACT.**

(a) Concurrently with the delivery of each Compliance Certificate for the months ending March 31, June 30, September 30 and December 31 pursuant to Section 6.4, of the Loan Agreement, Debtor agrees to deliver to Lender written notice certified by an officer of Debtor, which lists all Copyrights, Patents and Trademarks that are owned or purported to be owned by Debtor and material to the operation of Debtor's business on an on-going basis filed with the applicable registration office more than fifteen (15) days before the date required for delivery of the notice, and in which Lender does not already have a perfected security interest (the "*Quarterly Report*"); *provided, however*, Debtor may provide a general description of the Copyrights by type.

(b) On a continuing basis upon Lender's written request, Debtor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents and Trademarks owned or purported to be owned by Debtor and material to the operation of Debtor's business on an on-going basis or the value of the Collateral, and otherwise to carry out the intent and purposes of this Security Agreement in each case to the extent necessary for assuring and confirming to Lender the grant or perfection of a security interest in all Collateral.

(c) Debtor hereby irrevocably appoints Lender as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, during the term of the Loan Agreement (i) to modify, in its reasonable discretion, Exhibit A, Exhibit B or Exhibit C of this Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending hereof, as appropriate, to include reference to any material right, title or interest in any Copyrights, Patents or Trademarks that constitute Collateral hereunder and that are acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims any right, title or interest, (ii) to file, in its reasonable discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Debtor where permitted by law and (iii) after the occurrence and solely during the continuance of an Event of Default, exercise its remedies under the California Uniform Commercial Code.

**6. EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "*Event of Default*" under this Security Agreement:

(a) An Event of Default occurs under the Loan Agreement or any of the other Loan Documents; or

(b) Debtor breaches any warranty or covenant or agreement in any material respect made by Debtor in this Security Agreement and, as to any breach that is capable of cure, Debtor fails to cure such breach within fifteen (15) days of the occurrence of such breach following written notice thereof to Debtor.

7. **REMEDIES.** Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including, without limitation, the right to require Debtor to use commercially reasonable efforts to assemble the Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and solely during the continuance of an Event of Default. Debtor will pay any expenses (including reasonable attorneys' fees) incurred by Lender in connection with the exercise of any of Lender's rights pursuant to this Section 7, including, without limitation, any expense incurred in disposing of the Collateral. All of Lender's rights and remedies with respect to the Collateral shall be cumulative.

8. **INDEMNITY.** Debtor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement to the extent arising from Debtor's gross negligence or willful misconduct ("*Claims*") and (b) all losses incurred, or paid by any of them to unaffiliated third parties as a result of such Claims under this Security Agreement (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the gross negligence or willful misconduct of Lender.

9. **RELEASE OF SECURITY INTEREST.** At such time as Debtor shall completely satisfy all of the obligations secured hereunder, Lender shall promptly execute and deliver to Debtor all deeds, assignments, releases, terminations, filings and other instruments as may be necessary or proper to release Lender's security interest hereunder.

10. **NO FAILURE OR DELAY.** No failure or delay on the part of Lender, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

11. **ATTORNEYS' FEES.** If any action relating to this Security Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. **AMENDMENTS.** This Security Agreement may be amended only by a written instrument signed by Lender and Debtor, except amendments made pursuant to Section 5(c)(i) hereto.

13. **COUNTERPARTS.** This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Each such Security Agreement shall become effective upon the execution of a counterpart hereof or thereof by each of the parties hereto and telephonic notification that such executed counterparts has been received by Debtor and Lender.

14. **GOVERNING LAW; JURISDICTION; JURY WAIVER.** This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Debtor and Lender consent to the exclusive jurisdiction of any state or federal court located in San Mateo County, California. DEBTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SECURITY

AGREEMENT AND ANY OTHER LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.


**15. CONFLICT.** In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in any of the Loan Documents, the term and/or provision of this Security Agreement shall govern.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have executed this Security Agreement on the day and year first above written.

**DEBTOR :**

**NOOM, INC.**  
a Delaware corporation

By:   
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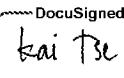
Name: Jesse Saeju Jeong

Title: CEO

**LENDER:**

**STRUCTURAL CAPITAL INVESTMENTS II, LP**, a  
Delaware limited partnership

**By: STRUCTURAL CAPITAL GP II, LLC**,  
a Delaware limited liability company  
its General Partner

By:   
00DF39B80B68460...

Name: Kai Tse

Title: Managing Member



**Exhibit A**  
**COPYRIGHTS**

**1. REGISTERED:**

None.

**2. UNREGISTERED:**

None.

**3. APPLICATIONS IN PROCESS:**

None.

## Exhibit B

## U.S. AND NON U.S. PATENTS AND PATENT APPLICATIONS

Patent No.	Pending Application No.	Title	Owner	Jurisdiction	Issue Date	Filing Date
9817559		PREDICTIVE FOOD LOGGING	Noom, Inc.	US	November 14, 2017	July 11, 2014
9992292		WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	Noom, Inc.	US	June 5, 2018	April 1, 2014
	15976699	WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	Noom, Inc.	US		May 10, 2018
	14956754	SCALABLE POPULATION HEALTH MANAGEMENT TOOLS FOR CLINICIANS	Noom, Inc.	US		December 2, 2015
	2014112472	SYSTEM AND METHOD FOR MANAGING SUPPORT GROUP AND NON-TEMPORARY MACHINE-READABLE STORAGE MEDIUM	Noom, Inc.	Japan		May 30, 2014

Patent No.	Pending Application No.	Title	Owner	Jurisdiction	Issue Date	Filing Date
	2017214092	SYSTEM, METHOD, AND NON-TRANSITORY MACHINE-READABLE STORAGE MEDIUM FOR GENERATING, DISPLAYING, AND TRACKING OF WELLNESS TASKS	Noom, Inc.	Japan		November 6, 2017
	1020140057148	WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	Noom, Inc.	Korea		May 13, 2014

## Exhibit C

## U.S. AND NON U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

(List marks below or indicate "None")

Registration No.	Pending Application No.	Mark	Owner	Jurisdiction	Registration Date	Filing Date
4,134,936		Noom	Noom, Inc.	US	May 1, 2012	
5,552,897		NOOM	Noom, Inc.	US	September 4, 2018	
012016556		NOOM	Noom, Inc.	EU	December 11, 2013	
5645238		NOOM	Noom, Inc.	Japan	January 24, 2014	
	87860722	NOOM	Noom, Inc.	US		April 3, 2018
	1-2017-038115-1	머니백다이어트	Noom Korea, Inc.	Korea		January 18, 2018

Registration No.	Pending Application No.	Mark	Owner	Jurisdiction	Registration Date	Filing Date
	1-2017-038115-1	눔머니백다이어트	Noom Korea, Inc.	Korea		January 18, 2018
	1-2017-038115-1	눔코치	Noom Korea, Inc.	Korea		January 18, 2018
	1-2017-038115-1	Noom	Noom Korea, Inc.	Korea		January 30, 2018
5645238		NOOM		Japan	January 24, 2014	

**UNREGISTERED TRADEMARKS:** List marks below or indicate "None."

None

**TRADEMARK**

**REEL: 006495 FRAME: 0887**

**RECORDED: 10/08/2018**