

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571252

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900543875		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GINGER.IO, INC.		04/07/2020	Corporation: DELAWARE
GINGER.IO COACHING SERVICES LLC		04/07/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	40 King Street West, Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4685390	BIG DATA, BETTER HEALTH	
Registration Number:	4918632	MOOD MATTERS	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	313569-162		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	04/09/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 7, 2020, among CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”), GINGER.IO, INC., a Delaware corporation, and GINGER.IO COACHING SERVICES LLC, a California limited liability company, (collectively, “**Grantors**”, and each, a “**Grantor**”).

RECITALS

A. Bank and Grantors are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of each Grantor’s Intellectual Property.

C. Grantors’ execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, each Grantor and Bank hereby agree:

1. To secure the Obligations, each Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Each Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any registered U.S. Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantors:


116 New Montgomery Street
5th Floor
San Francisco, CA 94105
Attention: Russell Glass

GRANTORS:

GINGER.IO, INC.

By: 
Name: Russell Glass
Title: Chief Executive Officer

GINGER.IO COACHING SERVICES LLC

By: 
Name: Russell Glass
Title: President

Address of Bank:

CIBC Innovation Banking
40 King Street West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Jeff Chapman, Corey Perlmutter

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark Usher
Name: Mark Usher
Title: Managing Director, Authorized Signatory CIBC
Innovation Banking

By: Adam Weiers
Name: Adam Weiers
Title: Director, Authorized Signatory CIBC Innovation
Banking

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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None.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND HEALTH CHANGES	9,836,581	Dec 5, 2017
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND HEALTH CHANGES	10,068,672	Sept 4, 2018
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND HEALTH CHANGES	10,068,673	Sept 4, 2018
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND HEALTH CHANGES	16/057,199	Aug 7, 2018
Ginger.io, Inc.	METHOD FOR MANAGING PATIENT QUALITY OF LIFE	10,102,341	Oct 16, 2018
Ginger.io, Inc.	METHOD FOR MANAGING PATIENT QUALITY OF LIFE	16/131,398	Sept 14, 2018
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND DEPRESSION STATE	10,068,670	Sept 4, 2018
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND DEPRESSION STATE	16/056,984	Aug 7, 2018
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND PSYCHOTIC DISORDERS	10,068,060	Sept 4, 2018
Ginger.io, Inc.	METHOD AND SYSTEM FOR CHARACTERIZING AND/OR TREATING POOR SLEEP BEHAVIOR	15/464,916	March 21, 2017
Ginger.io, Inc.	METHOD AND SYSTEM FOR	10,265,028	April 23, 2019

MODELING BEHAVIOR AND
HEART DISEASE STATE

Ginger.io, Inc.	METHOD FOR PROVIDING THERAPY TO AN INDIVIDUAL	15/005,923	Jan 25, 2016
Ginger.io, Inc.	METHOD FOR PROVIDING THERAPY TO AN INDIVIDUAL	10,242,754	March 26, 2019
Ginger.io, Inc.	METHOD FOR PROVIDING THERAPY TO AN INDIVIDUAL	16/298,872	March 11, 2019
Ginger.io, Inc.	METHOD FOR PROVIDING PATIENT INDICATIONS TO AN ENTITY	15/069,163	March 14, 2016
Ginger.io, Inc.	METHOD FOR PROVIDING PATIENT INDICATIONS TO AN ENTITY	15/817,190	Nov 18, 2017
Ginger.io, Inc.	METHOD FOR PROVIDING HEALTH THERAPEUTIC INTERVENTIONS TO A USER	15/265,454	Sept 14, 2016
Ginger.io, Inc.	METHOD FOR PROVIDING HEALTH THERAPEUTIC INTERVENTIONS TO A USER	15/817,223	Nov 19, 2017
Ginger.io, Inc.	METHOD AND SYSTEM FOR PROVIDING AUTOMATED CONVERSATIONS	15/482,995	April 10, 2017
Ginger.io, Inc.	METHOD AND SYSTEM FOR PROVIDING AUTOMATED CONVERSATIONS	15/817,188	Nov 18, 2017
Ginger.io, Inc.	METHOD AND SYSTEM FOR IMPROVING CARE DETERMINATION	15/587,599	May 5, 2017
Ginger.io, Inc.	METHOD AND SYSTEM FOR IMPROVING CARE DETERMINATION	15/817,182	Nov 18, 2017
Ginger.io, Inc.	METHOD FOR MODELING BEHAVIOR AND PSYCHOTIC DISORDERS	16/056,893	Aug 7, 2018

EXHIBIT C
TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLCIATION DATE</u>
Ginger.io, Inc.	Big Data, Better Health	4,685,390	February 10, 2015
Ginger.io, Inc.	Mood Matters	4,918,632	March 15, 2016