

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Collateral Agent		05/14/2020	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	LifeStance Health, Inc.		
Street Address:	10655 NE 4th Street		
Internal Address:	Suite 901		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5540985	LIFESTANCE	
Serial Number:	86817088	LIFESTANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	24046.515009		
NAME OF SUBMITTER:	Steven Sheesley		
SIGNATURE:	//Steven Sheesley//		
DATE SIGNED:	05/15/2020		
Total Attachments: 4			

CH \$65.00 5540985

source=LifeStance - Release of Trademark Security Interest (Executed)#page1.tif
source=LifeStance - Release of Trademark Security Interest (Executed)#page2.tif
source=LifeStance - Release of Trademark Security Interest (Executed)#page3.tif
source=LifeStance - Release of Trademark Security Interest (Executed)#page4.tif

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of May 14, 2020 (this “Release”), is made by CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined below), in favor of LIFESTANCE HEALTH, INC., a Delaware corporation (the “Grantor”). Capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Credit Agreement (as defined below).

WHEREAS, the Grantor, the other Loan Parties from time to time parties thereto, the Lenders from time to time party thereto, the Administrative Agent and the Collateral Agent have entered into that certain Credit Agreement, dated as of August 28, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries, including the Grantor, have entered into that certain Guaranty and Security Agreement, dated as of August 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Grantor and Collateral Agent entered into that certain Trademark Security Agreement dated as of August 28, 2018 (the “Trademark Security Agreement”) notice of which was recorded on August 28, 2018 at the United States Patent and Trademark Office at Reel 6431, Frame 0878.

WHEREAS, Grantor granted to the Collateral Agent, under the terms of the Trademark Security Agreement a security interest in and to all of such Grantor’s right, title, and interest in, to, and under the Trademark Collateral (as defined below), including without limitation the Trademarks identified in Exhibit A attached hereto (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to that certain Payoff Letter, dated as of May 14, 2020, by and among, the Grantor, the other signatories party thereto and the Administrative Agent, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, on behalf of itself and the Secured Parties, without any representation, warranty or recourse of any kind or nature, hereby (i) terminates the Trademark Security Agreement, (ii) releases any and all liens security interests,

right, title and interest the Collateral Agent or any Secured Party may have in, on, to or under the Trademark Collateral, and (iii) re-assigns to the Grantor any right, title or interest the Collateral Agent or any Secured Party may have in, on, to or under the Trademark Collateral.

This Release 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. The Collateral Agent agrees to take any further actions, and to provide any cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the date first above written.

COLLATERAL AGENT:

CAPITAL ONE, NATIONAL ASSOCIATION

By: Joseph F Brent

Name: Joseph Brent

Title: Duly Authorized Signatory

EXHIBIT A

TRADEMARKS

I. REGISTERED TRADEMARKS

Mark	Serial No.	Registration No.	Filing Date	Reg. Date
LifeStance	87757486	5540985	01/16/2018	8/14/2018

II. TRADEMARK APPLICATION

Mark	Serial No.	Filing Date
LifeStance	86817088	11/11/2015