

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEAR THERAPEUTICS, INC.		06/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PERCEPTIVE CREDIT HOLDINGS III, LP, as Administrative Agent		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5399391	PEAR THERAPEUTICS	
Registration Number:	5404618		
Registration Number:	5138595	RESET	
Registration Number:	5740689	RESET-O	
CORRESPONDENCE DATA			
Fax Number:	2124687900		
<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:	2123364240		
Email:	hcheng@mofo.com		
Correspondent Name:	Jeffrey Xu		
Address Line 1:	250 West 55th Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	72295-50		
NAME OF SUBMITTER:	Jeffrey Xu		
SIGNATURE:	/Jeffrey Xu/		
DATE SIGNED:	06/30/2020		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2020 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as June 30, 2020 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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 Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

PEAR THERAPEUTICS, INC.

DocuSigned by:
Christopher Guiffre
By _____
Name: Christopher Guiffre
Title: Chief Financial Officer & Chief Operating Officer

Address: 200 State Street 13th Floor
Boston, MA 02109

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS III, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By 
Name: Sandeep Dixit
Title: Chief Credit Officer

By 
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and
PCOFReporting@perceptivelife.com

TRADEMARKS¹Trademark Registrations and Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Pear Therapeutics, Inc.	United States	5,399,391	February 13, 2018	January 4, 2017	Pear Therapeutics, Inc.	PEAR THERAPEUTICS (standard character mark)
Pear Therapeutics, Inc.	United States	5,404,618	February 20, 2018	January 4, 2017	Pear Therapeutics, Inc.	Pear Therapeutics Logo (Stylized design)
Pear Therapeutics, Inc.	United States	5,138,595	February 7, 2017	October 28, 2015	Pear Therapeutics, Inc.	RESET (standard character mark)
Pear Therapeutics, Inc.	United States	5,740,689	April 30, 2019	October 5, 2017	Pear Therapeutics, Inc.	RESET-O (standard character mark)

Pending Trademark Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date/Filing Basis</u>	<u>Applicant</u>	<u>Mark</u>
Pear Therapeutics, Inc.	United States of America	88/324208	March 4, 2019 ITU	Pear Therapeutics, Inc.	SOMRYST (standard character mark)
Pear Therapeutics, Inc.	United States of America	88/324178	March 4, 2019 ITU	Pear Therapeutics, Inc.	SOMRYST (standard character mark)
Pear Therapeutics, Inc.	United States of America	88/142068	October 3, 2018 ITU	Pear Therapeutics, Inc.	EFORMULATION (standard character mark)
Pear Therapeutics, Inc.	United States of America	88/244230	December 28, 2018 ITU	Pear Therapeutics, Inc.	eFormulation (design plus words)

¹ All Pear Therapeutics, Inc. trademarks applications have been filed on an Intent-to-Use (ITU) basis.

Pear Therapeutics, Inc.	United States of America	87/925158	May 17, 2018 ITU	Pear Therapeutics, Inc.	RESET (standard character mark)
Pear Therapeutics, Inc.	United States of America	87/925174	May 17, 2018 ITU	Pear Therapeutics, Inc.	RESET (design plus words)
Pear Therapeutics, Inc.	United States of America	87/925200	May 17, 2018 ITU	Pear Therapeutics, Inc.	RESET-O (standard character mark)
Pear Therapeutics, Inc.	United States of America	87/925189	May 17, 2018 ITU	Pear Therapeutics, Inc.	RESET-O (design plus words)