

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLICK THERAPEUTICS, INC.		11/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, as collateral agent		
Street Address:	140 Sherman Street, Fourth Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Chartered Trust Company: NEW HAMPSHIRE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5209781	CLICK THERAPEUTICS	
Serial Number:	88827421	CLICK DIGITAL CARE	
Serial Number:	88827482	CLICK DIGITAL CARE PORTAL	
Serial Number:	88827544	CLICK DIGITAL CARE SERVICES	
Serial Number:	88547152	CLICKADIAN	
Serial Number:	85765390	CLICKARETTES	
Serial Number:	88623874	CLICKHEART	
Serial Number:	88344596	CLICKMENTIA	
Serial Number:	86497201	CLICKOMETRICS	
Serial Number:	85765389	CLICKOTINE	
Serial Number:	88856715	CLICKOTINE	
Serial Number:	88728767	CT	
Serial Number:	88804525	DIGITAL CURE	
Serial Number:	88804555	DIGITAL FUNCTIONAL CURE	
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:	202-370-4756		

OP \$365.00 5209781

Email: ipteam@cogencyglobal.com
Correspondent Name: Jay daSilva
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: 1291924 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 11/20/2020

Total Attachments: 9

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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 November 20, 2020, between **CLICK THERAPEUTICS, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are entering into a Loan and Security Agreement 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 Grantor’s Intellectual Property.

C. Grantor’s 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, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of 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. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which 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 shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. 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. The words “execution,” “signed,” “signature” and words of like import 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. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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 Grantor:

80 White Street
New York, NY 10013
Attention: Ross J. Mucken

GRANTOR:

CLICK THERAPEUTICS, INC.

By 

Name: Ross J. Mucken

Title: Chief Financial Officer

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

Title: _____

[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 Grantor:

80 White Street
New York, NY 10013
Attention: []

GRANTOR:

CLICK THERAPEUTICS, INC.

By _____
Name: _____
Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC


By  _____
Name: Lisa Price
Title: Managing Director

EXHIBIT A
COPYRIGHTS

Company <i>(Owner of Copyright)</i>	Copyrights / Copyright Application	Copyright No. / Application No.	Issue Date / Application Date
Click Therapeutics, Inc.	Published CAPS Photos. [Group registration of published photographs. 18 photographs. 2018-02-14 to 2018-05-10]	VA 2-152-047	May 21, 2019
Click Therapeutics, Inc.	Click Affective Picture Set (CAPS)	TX0008745721	May 21, 2019
Click Therapeutics, Inc.	Unpublished CAPS Photos. [Group registration of unpublished photographs. 750 photographs]	VA001356799	May 24, 2019
Click Therapeutics, Inc.	Unpublished CAPS Photos. [Group registration of unpublished photographs. 79 photographs]	VA001356794	May 21, 2019

EXHIBIT B

PATENTS

Company (Owner of Patent)	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Click Therapeutics, Inc.	APPARATUS, SYSTEM AND METHOD FOR SLOW-WAVE SLEEP MODULATION THERAPY FOR TREATMENT, PREVENTION, AND/OR MITIGATION OF INSOMNIA	PCT/US20/43782	7/27/20
Click Therapeutics, Inc.	APPARATUS FOR SLOW-WAVE SLEEP MODULATION THERAPY FOR TREATMENT, PREVENTION, AND/OR MITIGATION OF INSOMNIA	62/891,734	8/26/19
Click Therapeutics, Inc.	ASSESSMENT AND RECOMMENDATION ENGINE FOR INCREASING YIELD IN A REMOTE COMPUTING ENVIRONMENT	PCT/US20/50103	9/10/20
Click Therapeutics, Inc.	SYSTEMS AND METHODS OF UTILIZING BLUE-LIGHT THERAPY FOR TREATMENT AND MITIGATION OF INSOMNIA	PCT/US20/49435	9/4/20
Click Therapeutics, Inc.	SYSTEMS AND METHODS OF UTILIZING BLUE-LIGHT THERAPY FOR TREATMENT AND MITIGATION OF INSOMNIA	62/895,931	9/4/19
Click Therapeutics, Inc.	NON-EEG APPARATUS FOR SLOW-WAVE SLEEP MODULATION THERAPY FOR TREATMENT, PREVENTION, AND/OR MITIGATION OF INSOMNIA	PCT/US20/49137	9/3/20
Click Therapeutics, Inc.	APPARATUS FOR PREDICTING ACUTE CORONARY SYNDROME VIA IMAGE RECOGNITION	62/916,007	10/16/19
Click Therapeutics, Inc.	APPARATUS FOR DETERMINING MOBILE APPLICATION USER ENGAGEMENT	PCT/US20/54121	10/2/20
Click Therapeutics, Inc.	APPARATUS FOR ADAPTIVE PARSING AND PROCESSING OF TEXT TO FACILITATE USER ENGAGEMENT	62/937,510	11/19/19
Click Therapeutics, Inc.	APPARATUS FOR DETERMINING MOBILE APPLICATION USER ENGAGEMENT	62/942,936	12/3/19
Click Therapeutics, Inc.	APPARATUS FOR DETERMINING MOBILE APPLICATION USER ENGAGEMENT	62/955,011	12/30/19

Company (Owner of Patent)	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Click Therapeutics, Inc.	SYSTEMS AND METHODS FOR MITIGATION OF OBESITY	62/969,208	2/3/20
Click Therapeutics, Inc.	SYSTEM AND METHOD FOR TREATMENT OF LOWER BACK PAIN BASED ON BIOMETICALLY DETERMINED CHANGE IN GAIT	62/994,815	3/25/20
Click Therapeutics, Inc.	METHOD AND APPARATUS TO PERFORM FACIAL EXPRESSION RECOGNITION AND TRAINING	63/054,781	7/21/20
Click Therapeutics, Inc.	APPARATUS FOR DETERMINING INTRAOCULAR EYE PRESSURE	63/027,961	5/21/20
Click Therapeutics, Inc.	THERAPEUTIC SYSTEM AND REMOTE PATIENT MONITORING DEVICE	15/563477	4/4/2016
Click Therapeutics, Inc.	SYSTEM AND METHODS FOR IMPROVING EFFICIENCY OF A REMOTE COMPUTING DEVICE	15/348777 10389846	11/10/2016 8/20/2019
Click Therapeutics, Inc.	SYSTEM AND METHODS FOR IMPROVING EFFICIENCY OF A REMOTE COMPUTING DEVICE	16/544575 10484502	8/19/2019 11/19/2019
Click Therapeutics, Inc.	SYSTEM AND METHODS FOR IMPROVING EFFICIENCY OF A REMOTE COMPUTING DEVICE	16/544603 10476986	8/19/2019 11/12/2019
Click Therapeutics, Inc.	SYSTEM AND METHODS FOR IMPROVING EFFICIENCY OF A REMOTE COMPUTING DEVICE	16/687022 10693996	11/18/2019 6/23/2020
Click Therapeutics, Inc.	SYSTEM AND METHODS FOR IMPROVING EFFICIENCY OF A REMOTE COMPUTING DEVICE	16/687050	11/18/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	15/513490 10123737	9/23/2015 11/13/2018
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	EP 15844330.9	9/23/2015
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	CA 2962231	9/23/2015
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	JP 2017-535634	9/23/2015
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	AU 2015320698	9/23/2015

Company <i>(Owner of Patent)</i>	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR TREATING A PSYCHIATRIC DISORDER	16/189059	11/13/2018
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	PCT/US2019/024407	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	TW 108111081	03/28/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	US 17/041770	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	CA (TBD)	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	JP 2020-552302	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	JP 2020-552302	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	JP 2020-552302	03/27/2019
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	EPO	
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	AU	
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	CN	

Company <i>(Owner of Patent)</i>	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	SK	
Icahn School of Medicine at Mount Sinai	SYSTEMS AND METHODS FOR PROCESSING CONNECTIVITY VALUES BETWEEN SUB-PROCESSING REGIONS	IN	
Click Therapeutics, Inc.	MESSAGING SELECTION SYSTEMS IN NETWORKED ENVIRONMENTS	16/851485	04/17/2020
Click Therapeutics, Inc.	MESSAGING SELECTION SYSTEMS IN NETWORKED ENVIRONMENTS	PCT/US2020/028527	04/16/2020
Click Therapeutics, Inc.	MESSAGING SELECTION SYSTEMS IN NETWORKED ENVIRONMENTS	16/851504	04/17/2020
Click Therapeutics, Inc.	MESSAGING SELECTION SYSTEMS IN NETWORKED ENVIRONMENTS	PCT/US2020/028529	04/16/2020

EXHIBIT C
TRADEMARKS

Company (Owner of Trademark)	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Click Therapeutics, Inc.	CLICK DIGITAL CARE - US	88827421	3/9/20
Click Therapeutics, Inc.	CLICK DIGITAL CARE - Australia	2118240	
Click Therapeutics, Inc.	CLICK DIGITAL CARE - Canada	2050417	
Click Therapeutics, Inc.	CLICK DIGITAL CARE - Europe	18304017	
Click Therapeutics, Inc.	CLICK DIGITAL CARE - Japan	2020-111757	
Click Therapeutics, Inc.	CLICK DIGITAL CARE PORTAL	88827482	3/9/20
Click Therapeutics, Inc.	CLICK DIGITAL CARE SERVICES	88827544	3/9/20
Click Therapeutics, Inc.	CLICK THERAPEUTICS - CA	1975794	
Click Therapeutics, Inc.	CLICK THERAPEUTICS - CN	43139035	
Click Therapeutics, Inc.	CLICK THERAPEUTICS - EM	18165904	5/22/20
Click Therapeutics, Inc.	CLICK THERAPEUTICS - US	5209781	5/23/17
Click Therapeutics, Inc.	CLICKADIAN - Australia	2065245	
Click Therapeutics, Inc.	CLICKADIAN - Canada	2008473	
Click Therapeutics, Inc.	CLICKADIAN - Europe	18189165	5/30/20
Click Therapeutics, Inc.	CLICKADIAN - Japan	2020-009693	7/16/20
Click Therapeutics, Inc.	CLICKADIAN - US	88547152	
Click Therapeutics, Inc.	CLICKARETTES - US	85765390	12/31/13
Click Therapeutics, Inc.	CLICKHEART - Australia	2074809	
Click Therapeutics, Inc.	CLICKHEART - Canada	2017606	
Click Therapeutics, Inc.	CLICKHEART - Europe	18210004	8/5/20
Click Therapeutics, Inc.	CLICKHEART - Japan	2020-026324	
Click Therapeutics, Inc.	CLICKHEART - US	88623874	
Click Therapeutics, Inc.	CLICKMENTIA - US	88344596	
Click Therapeutics, Inc.	CLICKOMETRICS - CA	1975893	
Click Therapeutics, Inc.	CLICKOMETRICS - US	86497201	9/13/16
Click Therapeutics, Inc.	CLICKOTINE - US	85765389	6/18/13
Click Therapeutics, Inc.	CLICKOTINE (Classes 35 and 42)	88856715	9/15/20
Click Therapeutics, Inc.	CLICKOTINE (Classes 35 and 42)	2020-120524	
Click Therapeutics, Inc.	CLICKOTINE (Classes 35 and 42) - Canada	2054571	
Click Therapeutics, Inc.	CLICKOTINE (Classes 35 and 42) - Europe	18314911	
Click Therapeutics, Inc.	CT - Canada	2001689	
Click Therapeutics, Inc.	CT - Europe	18168439	
Click Therapeutics, Inc.	CT - Japan	2019-158477	
Click Therapeutics, Inc.	CT (Design) - Australia	2096214	
Click Therapeutics, Inc.	CT (Design) - US	88728767	
Click Therapeutics, Inc.	DIGITAL CURE - US	88804525	
Click Therapeutics, Inc.	DIGITAL FUNCTIONAL CURE - US	88804555	
Click Therapeutics, Inc.	DIGITAL WORKING ALLIANCE - Australia	2084451	
Click Therapeutics, Inc.	DIGITAL WORKING ALLIANCE - Canada	2025138	
Click Therapeutics, Inc.	DIGITAL WORKING ALLIANCE - Europe	18231981	

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