

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT AT R/F 6636/0194		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triplepoint Venture Growth BDC Corp.		03/12/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Groop Internet Platform, Inc.		
Street Address:	2881 Church Street		
City:	Pine Plains		
State/Country:	NEW YORK		
Postal Code:	12567		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86274885	TALK SPACE	
Serial Number:	86825383	UNLIMITED MESSAGING THERAPY	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	JESSICA.BAJADA-SILVA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP, C/O JESSICA BAJADA		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	067728-0002		
NAME OF SUBMITTER:	Jessica Bajada-Silva		
SIGNATURE:	/s/ Jessica Bajada-Silva		
DATE SIGNED:	03/15/2021		
Total Attachments: 3			
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OP \$65.00 86274885

**TERMINATION AND RELEASE OF
PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Termination and Release of Plain English Intellectual Property Security Agreement (this “**Release**”) is made with regard to that certain Plain English Intellectual Property Security Agreement entered into as of April 4, 2019 (the “**Agreement**”), as amended from time to time, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP. (the “**Grantee**”) and GROOP INTERNET PLATFORM, INC., a Delaware corporation (the “**Grantor**”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Grantee agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in that certain Plain English Growth Capital Loan and Security Agreement, dated as of April 4, 2019, by and between Talkspace Network LLC, a Delaware limited liability company, Grantee and Grantor (as amended to date, the “**Loan Agreement**”).

WHEREAS, pursuant the Loan Agreement, the parties entered into the Plain English Intellectual Property Security Agreement which (i) was recorded on May 2, 2019 at Reel 6636 Frame 0194 in the U.S. Patent and Trademark Office, the Grantor granted the Grantee a security interest in certain Trademarks, Trademark Licenses, and Trademark Applications (the “**Trademark IP**”) listed hereto (the “**Trademark Schedule**”) and (ii) was recorded on May 2, 2019 at Reel 049068 Frame 0095 in the U.S. Patent and Trademark Office, the Grantor granted the Grantee a security interest in certain Patents, Patent Licenses, and Patent Applications (the “**Patent IP**”) listed hereto (the “**Patent Schedule**”);;

WHEREAS, the Grantor has paid and satisfied in full its Secured Obligations under the Loan Agreement, and the parties desire to enter into this Release to confirm that the Grantee has released its security interests in and to the Trademarks, Trademark Licenses, Trademark applications, Patents, Patent Licenses, Patent applications and Copyrights, Copyright Licenses and applications (the “**Intellectual Property Collateral**”) and to expunge any recordation of the security interest insofar as it pertains to the Intellectual Property Collateral

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee forever releases and discharges the entire security interest in and to all of the Intellectual Property Collateral granted to the Grantee by the Agreement.

The Grantee hereby agrees to execute such instruments, to take such other actions, and to give such further assurances as the Grantor reasonably shall request to terminate any security interest in the Intellectual Property Collateral pursuant to the Agreement and otherwise to effectuate the release of all recordations of such security interest in the Intellectual Property Collateral. All such instruments and actions as requested by Grantor, shall be prepared and taken by Grantee at no cost or expense to Grantee and any such cost or expense (including all reasonable attorneys’ fees) shall be reimbursed promptly by Grantor, on demand.

The Grantee acknowledges and agrees that the Grantor and its successors and assigns may rely upon this Release. The Grantee represents and warrants that it has not transferred or assigned all or any part of the security interest in the Intellectual Property Collateral to any third party, and that it has all necessary authority to execute this Release and grant the releases and discharges and all other rights set forth herein.

[signature follows on next page]

IN WITNESS WHEREOF, the Grantee has caused this Release to be executed by a duly authorized officer thereunto.

Triplepoint Venture Growth BDC Corp.

DocuSigned by:

By: Christopher M. Mathieu
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Name: Christopher M. Mathieu
Title: Chief Financial Officer

TRADEMARKS AND TRADEMARK APPLICATIONS SCHEDULE

<u>Mark</u>	<u>Serial No. /Order no.</u>	<u>Country</u>
Talk Space	86274885	United States
Unlimited Messaging Therapy	86825383	United States
Talk Space & Design	101795	Canada
Talk Space	101796	European Union
	102079	European Union
Talk Space	423561	China
Talk Space	423561	Japan
Unlimited Messaging Therapy	437309	European Union
Unlimited Messaging Therapy	437309	Canada

PATENT AND PATENT APPLICATIONS SCHEDULE

<u>Title</u>	<u>Status & Date Filed</u>	<u>Application No.</u>
System and Method for Monitoring Client Engagement in Behavioral Healthcare	12/10/2018	62/777,333

COPYRIGHT AND COPYRIGHT APPLICATIONS SCHEDULE

<u>Title</u>	<u>Status & Date Filed</u>	<u>Application No.</u>
NONE		