

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM723688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GINGER.IO, INC.		04/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	555 S. MANGUM STREET		
Internal Address:	SUITE 1000		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90402435	GINGER	
Serial Number:	86132716	MOOD MATTERS	
CORRESPONDENCE DATA			
Fax Number:	9192823941		
<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:	919-314-3086		
Email:	diligencereview@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	555 S. MANGUM STREET		
Address Line 2:	SUITE 1000		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance/		
DATE SIGNED:	04/25/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 8, 2022 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**") and **GINGER.IO, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated May 24, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") by and between Bank, Grantor, OrangeDot, Inc., a Delaware corporation, Headspace, Inc., a Delaware corporation, Headspace Health, Inc., a Delaware corporation, and Headspace Studios, LLC, a California limited liability company. Capitalized terms used but not otherwise defined herein are used as defined in the Loan Agreement

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan

Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The terms of Sections 9.16 (**Section Headings; Construction; Signing; Electronic Transmission; Electronic Signatures**) and 9.16A (**E-Systems**) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

SIGNATURE PAGE FOLLOWS

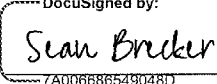
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

116 New Montgomery St., 5th Floor
San Francisco, CA 94105

GINGER.IO, INC.

By:  _____
7A006886549048D...

Name: Sean Brecker

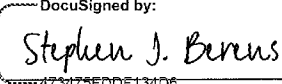
Title: Chief Financial Officer

BANK:

Address of Bank:

555 S. Mangum Street, Suite 1000
Durham, NC 27701
Attn: Legal Department

PACIFIC WESTERN BANK

By:  _____
473475FDDF134D6...

Name: Steve Berens

Title: SVP, Structured Finance

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

SCHOX**EXHIBIT B****PATENTS**Ginger.io Inc.
Patent Status Mar-2022

Docket	Type	Status	Filing Date	Application No.	Publication No.	Patent No.
P01	PRV	Advanced	16-Aug-2012	61/683,867		
P01	PRV2	Advanced	16-Aug-2012	61/683,869		
P01	US1	Abandoned	16-Aug-2013	13/969,339	US-2014-0052474-A1	
P01	US2	Issued	16-Aug-2013	13/969,349	US-2014-0052475-A1	9,836,581
P01	US3	Abandoned	16-Aug-2013	13/969,363	US-2014-0052465-A1	
P01	US4	Issued	30-Oct-2017	15/798,005	US-2018-0052974-A1	10,068,672
P01	US5	Issued	8-Nov-2017	15/807,323	US-2018-0068085-A1	10,068,673
P01	US6	Issued	7-Aug-2018	16/057,199	US-2018-0342327-A1	11,195,626
P01	US7	Published	3-Nov-2021	17/518,043	US-2022-0059236-A1	
P01	PCT	Advanced	16-Aug-2013	PCT/US13/55442	WO2014028888	
P01	CN	Issued	16-Aug-2013	201380043410.8	104584017	ZL 2013 8 00434108
P01	CN2	Published	16-Aug-2013	2019100629961	CN 109785972 A	
P01	EP	Abandoned	16-Aug-2013	13829654.6	2884888	
P01	JP	Issued	16-Aug-2013	2015-527670		6185066
P02	PRV	Advanced	2-Jun-2014	62/006,762		
P02	PRV2	Advanced	6-Nov-2014	62/076,445		
P02	PRV3	Advanced	19-Dec-2014	62/094,583		
P02	US	Issued	6-Nov-2015	14/934,893	US-2016-0063205-A1	10,102,341
P02	US2	Abandoned	14-Sep-2018	16/131,398	US-2019-0013088-A1	
P03	PRV	Advanced	28-Aug-2014	62/043,201		
P03	PRV2	Advanced	27-Oct-2014	62/069,177		
P03	US	Issued	28-Aug-2015	14/839,053	US-2015-0370993-A1	10,068,670
P03	US2	Issued	7-Aug-2018	16/056,984	US-2018-0342326-A1	11,195,625
P03	US3	Published	2-Nov-2021	17/517,561	US-2022-0059235-A1	
P04	PRV	Advanced	28-Aug-2014	62/043,248		
P04	PRV2	Advanced	1-Dec-2014	62/085,726		
P04	US	Issued	28-Aug-2015	14/839,232	US-2015-0370994-A1	10,068,060
P04	US2	Issued	7-Aug-2018	16/056,893	US-2018-0342325-A1	11,200,984
P05	PRV	Abandoned	28-Aug-2014	62/043,328		
P06	PRV	Abandoned	29-Aug-2014	62/043,556		
P07	PRV	Abandoned	29-Aug-2014	62/043,566		
P08	PRV	Advanced	29-Aug-2014	62/043,571		
P08	PRV2	Advanced	26-May-2015	62/166,461		
P08	PRV3	Advanced	22-Mar-2016	62/311,767		
P08	US	Issued	21-Mar-2017	15/464,916	US-2017-0189641-A1	10,740,438
P08	US2	Published	1-Jul-2020	16/918,231	US-2020-0335213-A1	
P09	PRV	Advanced	12-Nov-2014	62/078,867		

P09	PRV2	Advanced	31-Aug-2015	62/212,069		
P09	US	Issued	24-Aug-2016	15/245,571	US-2017-0000422-A1	10,265,028
P10	PRV	Advanced	23-Jan-2015	62/107,292		
P10	US	Issued	25-Jan-2016	15/005,923	US-2016-0140320-A1	10,276,260
P10	US2	Issued	18-Nov-2017	15/817,189	US-2018-0158538-A1	10,242,754
P10	US3	Issued	11-Mar-2019	16/298,872	US-2019-0228845-A1	10,650,916
P10	US4	Published	6-Apr-2020	16/841,498	US-2020-0234803-A1	
P11	PRV	Advanced	13-Mar-2015	62/132,912		
P11	PRV2	Advanced	8-Jun-2015	62/172,566		
P11	US	Issued	14-Mar-2016	15/069,163	US-2016-0196389-A1	10,748,645
P11	US2	Issued	18-Nov-2017	15/817,190	US-2018-0101650-A1	10,269,448
P11	US3	Published	2-Jul-2020	16/919,775	US-2020-0402626-A1	
P12	PRV	Advanced	15-Sep-2015	62/218,848		
P12	US	Abandoned	14-Sep-2016	15/265,454	US-2017-0004260-A1	
P12	US2	Abandoned	19-Nov-2017	15/817,223	US-2018-0096738-A1	
P12a	US	Published	31-Aug-2021	17/463,432	US-2021-0391083-A1	
P13	PRV	Advanced	11-Apr-2016	62/320,794		
P13	US	Issued	10-Apr-2017	15/482,995	US-2017-0213007-A1	10,741,285
P13	US2	Issued	18-Nov-2017	15/817,188	US-2018-0075205-A1	10,068,059
P13	US3	Published	2-Jul-2020	16/919,869	US-2020-0335210-A1	
P14	PRV	Advanced	6-May-2016	62/332,897		
P14	PRV2	Advanced	7-Jul-2016	62/359,600		
P14	US	Issued	5-May-2017	15/587,599	US-2017-0235912-A1	10,650,920
P14	US2	Issued	18-Nov-2017	15/817,182	US-2018-0096740-A1	10,014,077
P14	US3	Published	24-Mar-2020	16/828,833	US-2020-0227152-A1	
P15	cPRVr	Abandoned	21-Aug-2017	62/548,329		
P15	PRV	Abandoned	19-Aug-2016	62/377,452		
P16	PRV	Advanced	13-Aug-2020	63/065,271		
P16	US	Allowed	13-Aug-2021	17/401,956	US-2022-0052843-A1	
P17	PRV	Abandoned	2-Nov-2020	63/108,775		
P17	PRV2r	Pending	5-Nov-2021	63/276,045		
P18	PRV	Abandoned	17-Dec-2020	63/126,749		
P18	PRV2r	Pending	14-Jan-2022	63/299,468		
P19	PRV	Pending	24-May-2021	63/192,413		

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
GINGER	90402435	12/22/20
MOOD MATTERS	86132716 4918632	12/02/13 03/15/16