TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM732979

SUBMISSION TYPE:	VEW ASSIGNMENT
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NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION		05/16/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	LifeStance Health, Inc.		
Street Address:	4800 N Scottsdale Rd.		
Internal Address:	Suite 6000		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5540985	LIFESTANCE

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 3127646944

Email: TMaloney@KSLaw.com

Correspondent Name: Timothy Maloney

Address Line 1: 110 North Wacker Drive, Suite 3800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	C/M#: 24046.515009
NAME OF SUBMITTER:	Timothy Maloney
SIGNATURE:	/Timothy Maloney/
DATE SIGNED:	06/07/2022

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of May 16, 2022, by CAPITAL ONE, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns in such capacity, "Collateral Agent") for the Secured Parties (as defined in the Security Agreement defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

WITNESSETH:

WHEREAS, LifeStance Health, Inc., a Delaware corporation ("<u>Grantor</u>"), Collateral Agent and certain other parties have entered into that certain Pledge and Security Agreement, dated May 14, 2020 (as from time to time amended, restated, supplemented or other modified, the "<u>Security Agreement</u>");

WHEREAS, Grantor and Collateral Agent are parties to that certain Trademark Security Agreement dated as of May 14, 2020 (as amended, restated, supplemented or otherwise modified, the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted to Collateral Agent a lien on and security interest in, to and under the Trademark Collateral as security for certain obligations owing by Grantor to Collateral Agent;

WHEREAS, the Trademark Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on May 18, 2020, at Reel 6939, Frame 0523; and

WHEREAS, Grantor has satisfied the terms of the Trademark Security Agreement and has requested that Collateral Agent release its lien on and security interest in, to and under the Trademarks and all Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Collateral Agent hereby releases its lien on and security interest in, to and under all of Grantor's respective right, title and interest in, to and under the Trademark Collateral, which includes but is not limited to the following:
 - (a) all of its U.S. Trademarks, registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
 - (b) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark;
 - (c) all renewals and extensions of the foregoing; and
 - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all claims, causes of action, and rights to sue and recover at law or in equity for any past, present and future infringement, dilution, or other violation thereof.

- 2. Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in, to and under the Trademark Collateral. Collateral Agent hereby authorizes Grantor (or their designee) to file this Release with the United States Patent and Trademark Office.
- 3. Collateral Agent agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such 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.
- 4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION,

as Collateral Agent

By:

Name: Brian Dunn

Title: Duly Authorized Signatory

SCHEDULE I TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark Name						Registration Number	Registration Date
LIFESTANCE	LIFESTANCE	USA	Registered	87/757,486	1/16/2018	5,540,985	8/14/2018

RECORDED: 06/07/2022