

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ONTRAK, INC.		07/15/2022	Corporation: DELAWARE
LD ACQUISITION HOLDINGS, INC.		07/15/2022	Corporation: DELAWARE
LIFEDOJO INC.		07/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	633 W 5th Street		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5850380	CATASYS	
Registration Number:	5850926	CATASYS	
Registration Number:	5851122	CATASYS	
Registration Number:	5851123		
Registration Number:	6459398	ONTRAK	
Serial Number:	90023606	ONTRAK BETTER, TOGETHER	
Serial Number:	90023471	ONTRAK BETTER, TOGETHER	
Serial Number:	90136436	ONTRAK BETTER, TOGETHER	
Registration Number:	4613994	LIFEDOJO	
Serial Number:	97352397	HELP. IT'S HERE.	
Serial Number:	97352394	ONTRAK HEALTH	
CORRESPONDENCE DATA			
Fax Number:	2123099507		
<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:	2128016488		

CH \$290.00 5850380

Email: chius@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: One Vanderbilt Ave
Address Line 2: Attn: Sandy Chiu
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 195297.010700

NAME OF SUBMITTER: Sandy Chiu

SIGNATURE: /Sandy Chiu/

DATE SIGNED: 08/15/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 15, 2022 (this “**Trademark Security Agreement**”), by and among each of the undersigned, whether as an original signatory hereto or as an Additional Grantor (as herein defined) (each, a “**Grantor**” and together, the “**Grantors**”), and **U.S. Bank Trust Company, National Association**, as collateral agent for the Secured Parties (as herein defined) (in such capacity as collateral agent, the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Master Note Purchase Agreement, dated as of April 15, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”), by and among **ONTRAK, INC.**, a Delaware corporation (the “**Company**”), certain Subsidiaries of the Company, as Guarantors, and the Purchasers party thereto from time to time, Purchasers have agreed to purchase the Notes issued by Company and make certain financial accommodations to the Company;

WHEREAS, Purchasers are willing to purchase the Notes issued by Company and make certain financial accommodations to the Company as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of July 15, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or

dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 control.
4. **GRANTOR REMAINS LIABLE.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
6. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).


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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ONTRAK, INC., a Delaware corporation, as Grantor

By: 
Name: Brandon LaVerne
Title: Chief Operating Officer

LD ACQUISITION HOLDINGS, INC., a Delaware corporation, as Grantor

By: 
Name: Brandon LaVerne
Title: Treasurer

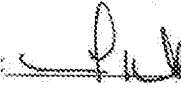
LIFEDOJO INC., a Delaware corporation, as Grantor

By: 
Name: Brandon LaVerne
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent

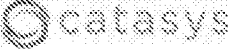


By: 
Name: _____
Title: Frank Hall
Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007822 FRAME: 0567

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks						
Trademark	Application No.	Filing Date	Registration No.	Registration Date	Record Owner (and Legal Owner, if Different)	Jurisdiction
CATASYS	88302394	February 14, 2019	5,850,380	09/03/2019	Ontrak, Inc.	US
CATASYS and Design 	88320377	February 28, 2019	5,850,926	09/03/2019	Ontrak, Inc.	US
CATASYS and Design 	88322769	March 1, 2019	5,851,122	09/03/2019	Ontrak, Inc.	US
Design Only: 	88322772	March 1, 2019	5,851,123	09/03/2019	Ontrak, Inc.	US
ONTRAK	90100701	August 7, 2020	6,459,398	08/24/2021	Ontrak, Inc.	US
ONTRAK BETTER, TOGETHER	90023606	June 26, 2020	*	*	Ontrak, Inc.	US
ONTRAK, BETTER TOGETHER	90023471	June 26, 2020	*	*	Ontrak, Inc.	US
ONTRAK, BETTER TOGETHER	90136436	August 25, 2020	*	*	Ontrak, Inc.	US
LIFEDOJO	86284047	May 16, 2014	4,613,994	9/30/2014	LifeDojo Inc.	US
HELP. IT'S HERE.	97352397	April 7, 2022	*	*	Ontrak, Inc.	US
ONTRAK HEALTH	97352394	April 7, 2022	*	*	Ontrak, Inc.	US