

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM748969

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Get Heal, Inc.		10/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Humana Innovation Enterprises, Inc.		
<b>Street Address:</b>	500 West Main Street		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	Corporation: KENTUCKY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5667199		
<b>Registration Number:</b>	5681415		
<b>Registration Number:</b>	5032455	HEAL	
<b>Registration Number:</b>	5667198	HEAL	
<b>Registration Number:</b>	5698247	HEAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2128598000		
<b>Email:</b>	teas@friedfrank.com		
<b>Correspondent Name:</b>	Justin Charles c/o Fried Frank et al		
<b>Address Line 1:</b>	1 New York Plaza		
<b>Address Line 2:</b>	27th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	003003-00134		
<b>NAME OF SUBMITTER:</b>	Justin Charles		
<b>SIGNATURE:</b>	/Justin Charles/		
<b>DATE SIGNED:</b>	08/16/2022		

CH \$140.00 5667199

**Total Attachments: 5**

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## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 22, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Humana Innovation Enterprises, Inc., as the Investor on behalf of the Secured Parties (each as defined in the Guaranty and Security Agreement referred to below) (in such capacity, together with its successors and permitted assigns, the “Investor”).

### WITNESSETH:

WHEREAS, pursuant to the Financing Agreements (as defined in the Guaranty and Security Agreement), between Get Heal, Inc., a Delaware corporation (the “Company”) and the Investor, the Company has issued convertible notes (the “Notes”) to the Investor upon the terms and subject to the conditions set forth in the Financing Agreements and the Notes;

WHEREAS, each Grantor (other than the Company) has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 22, 2021 (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Investor as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the applicable Financing Agreement or the Notes issued thereunder, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Investor for the benefit of the Secured Parties, and grants to the Investor a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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 rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Investor pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Investor with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 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 their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts all of which together shall constitute one and the same instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

GET HEAL, INC.  
as Grantor

DocuSigned by:

By: Scott Vertrees  
Name: Scott Vertrees  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED  
as of the date first above written:

HUMANA INNOVATION ENTERPRISES, INC., as the Investor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

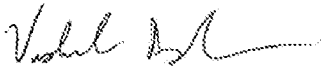
Very truly yours,

GET HEAL, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Scott Vertrees  
Title: Chief Executive Officer


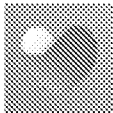


ACKNOWLEDGED AND AGREED  
as of the date first above written:

HUMANA INNOVATION ENTERPRISES, INC., as the Investor

By:  \_\_\_\_\_  
Name: Vishal Agrawal, M.D.  
Title: Chief Strategy and Corporate Development Officer

**Schedule 1  
to  
Trademark Security Agreement**

**Registered Trademarks**

<b>U.S. Trademarks</b>	<b>Status</b>	<b>App No</b>	<b>App Date</b>	<b>Reg No</b>	<b>Reg Date</b>
DESIGN (Heart Design BW) 	Registered	87535332	20-Jul-2017	5667199	29-Jan-2019
DESIGN (Heart Design Color) 	Registered	87535331	20-Jul-2017	5661415	19-Feb-2019
HEAL	Registered	86/409,768	30-Sep-2014	5,032,455	30-Aug-2016
HEAL (Stylized with Heart Design BW) 	Registered	87535327	20-Jul-2017	5667198	29-Jan-2019
HEAL (Stylized with Heart Design Color) 	Registered	87535326	20-Jul-2017	5698247	12-Mar-2019