

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773152

<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>
NOOM, INC.		12/09/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	555 S. MANGUM STREET, SUITE 1000		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5610971	NOOM	
<b>Registration Number:</b>	5552897	NOOM	
<b>Registration Number:</b>	4134936	NOOM	
<b>Serial Number:</b>	97068277		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193141278		
<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>	919-314-3114		
<b>Email:</b>	diligencereview@pacwest.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	555 S. MANGUM STREET		
<b>Address Line 2:</b>	SUITE 1000		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/		
<b>DATE SIGNED:</b>	12/09/2022		
<b>Total Attachments: 7</b>			
source=Noom - IPSA (A&R) - Executed 12-9-22#page1.tif			
source=Noom - IPSA (A&R) - Executed 12-9-22#page2.tif			

CH \$115.00 5610971

source=Noom - IPSA (A&R) - Executed 12-9-22#page3.tif  
source=Noom - IPSA (A&R) - Executed 12-9-22#page4.tif  
source=Noom - IPSA (A&R) - Executed 12-9-22#page5.tif  
source=Noom - IPSA (A&R) - Executed 12-9-22#page6.tif  
source=Noom - IPSA (A&R) - Executed 12-9-22#page7.tif

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY  
AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “Agreement”) is entered into as of December 9, 2022 by and between **PACIFIC WESTERN BANK**, a California state chartered bank (“*Bank*”) and **NOOM, INC.**, a Delaware corporation (“*Grantor*”).

**RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor and certain of Grantor’s affiliates dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank and Grantor are parties to that certain Intellectual Property Security Agreement dated as of March 11, 2020 (as amended from time to time prior to the date hereof, the “*Original IPSA*”). Bank and Grantor wish to amend and restate the terms of the Original IPSA in accordance with the terms hereof.

**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 and performance 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 Collateral (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; provided that the Trademarks shall not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed.

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 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 12.6 (**Counterparts; Electronic Transmission; Electronic Signatures**) and 12.9 (**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.

In connection with the termination of the Loan Agreement or the satisfaction of all obligations, Bank shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such termination or release.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to principles of conflicts of law (but including and giving effect to Sections 5-1401 and 5-1402 of the New York General Obligations law). Jurisdiction shall lie in the State of New York. BANK AND PLEDGOR EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY BANK OR PLEDGOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM. If the jury waiver set forth in this Section 7 is not enforceable, then any dispute, controversy or claim arising out of or relating to this Agreement, the Loan Documents or any of the transactions contemplated therein shall be settled by final and binding arbitration held in Borough of Manhattan in New York City in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall apply New York law to the resolution of any dispute, without reference to rules of conflicts of law or rules of statutory arbitration. Judgment upon any award resulting from arbitration may be entered into and enforced by any state or federal court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this Section. The expenses of the arbitration, including the arbitrator's fees and expert witness fees, incurred by the parties to the

arbitration may be awarded to the prevailing party, in the discretion of the arbitrator, or may be apportioned between the parties in any manner deemed appropriate by the arbitrator. Unless and until the arbitrator decides that one party is to pay for all (or a share) of such expenses, both parties shall share equally in the payment of the arbitrator's fees as and when billed by the arbitrator.

This Agreement is intended to and does completely amend and restate, without novation, the Original IPSA. All security interests granted by Grantor under the Original IPSA are hereby confirmed and ratified and shall continue to secure all obligations under the Loan Agreement.

**SIGNATURE PAGE FOLLOWS**

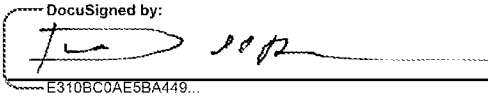
**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

450 W. 33<sup>rd</sup> Street, 11<sup>th</sup> Floor  
New York, NY 10001  
Attn: Denise de la Rama

**GRANTOR:**

**NOOM, INC.**

By:  E310BC0AE5BA449...

Name: Denise de la Rama

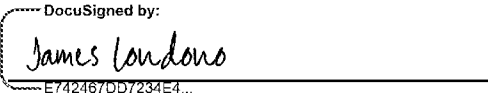
Title: Vice President of Finance Operations  
& Transformation

Address of Bank:

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

**BANK:**

**PACIFIC WESTERN BANK**

By:  E742487DD7234E4...

Name: James Londono

Title: SVP/Venture Banking

**EXHIBIT A**  
**COPYRIGHTS**

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

**EXHIBIT B****PATENTS**

<b><u>Description</u></b>	<b><u>Patent Application No./Issued Patent No.</u></b>	<b><u>Application/Issue Date</u></b>
WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	11270788	3/8/2022
WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	9992292	6/5/2018
PREDICTIVE FOOD LOGGING	9817559	11/14/2017
WELLNESS SUPPORT GROUPS FOR MOBILE DEVICES	17584352	1/25/2022
SCALABLE POPULATION HEALTH MANAGEMENT TOOLS FOR CLINICIANS	14956754	12/2/2015



**EXHIBIT C**  
**TRADEMARKS**

<b><u>Description</u></b>	<b><u>Registration/Serial Number</u></b>	<b><u>Registration/ Application Date</u></b>
NOOM	5610971	11/20/2018
NOOM	5552897	9/4/2018
NOOM	4134936	5/1/2012
NOOM logo <sup>1</sup>	97068277	10/11/2021

---

<sup>1</sup> Registration pending.