

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEAR HEALTH LABS, INC.		12/29/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVIDBANK		
Street Address:	1732 N. 1st Street, 6th Floor		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95112		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5140317		
Registration Number:	5001575	PEAR	
Registration Number:	4944036	PEAR	
Registration Number:	4798887	PEAR +	
Registration Number:	5110223	POWERED BY PEAR	
Registration Number:	4525975	TRAINING INTELLIGENCE	
Serial Number:	90674680	PEAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 MIDDLEFIELD RD., #215		
Address Line 4:	PALO ALTO, CALIFORNIA 94306		
NAME OF SUBMITTER:	Patty Cheng		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	01/03/2023		

OP \$190.00 5140317

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 29, 2022 by and between Pear Health Labs, Inc., a Delaware corporation (“**Grantor**”) and **Avidbank**, a California corporation (“**Bank**”).

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Pear Sports LLC (“**Parent**”) and Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Parent and Grantor dated of August 24, 2021 and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to continue to make the financial accommodations to Parent and Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, which were assigned to Grantor by Parent pursuant to that certain Contribution Agreement by and between Parent and Grantor dated on or around the date hereof), 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). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein or in the Loan Agreement shall not preclude the simultaneous or later exercise by 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, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantor hereby agrees that this Agreement and the exhibits to this Agreement shall be automatically amended to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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

Address of Grantor:

20371 Irvine Avenue, Suite 120
Newport Beach, CA 92660
Attn: Lisa C. Williams

PEAR HEALTH LABS, INC.

By: 


Name: Lisa C. Williams

Title: VP of Finance / CFO

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Sarah Wheeler

AVIDBANK

By: 

Name: DIANA MATTSON

Title: SVP

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
pearsports.com	VAu001179781	08-30-2013


EXHIBIT B

Patents

Title	Application Number / Patent Number	Application Date / Issue Date
Physical activity coaching platform with dynamically changing workout content	10,643,483	May 5, 2020
Fitness and wellness system with dynamically adjusting guidance	9,886,871	February 6, 2018
Physical activity coaching platform with dynamically changing workout content	16/865681	May 4, 2020
Workout recommendation engine	16/459564	July 1, 2019
System and method for estimating calorie burn for workouts	16/459488	July 1, 2019
Fitness and wellness system with dynamically adjusting guidance	15/017477	February 5, 2016
Dynamic video coaching system	14/960248	December 4, 2015
Physical activity coaching platform with dynamically changing workout content	15/017537	February 5, 2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
PEAR	90674680		April 27, 2021
	86960508	5140317	February 14, 2017
PEAR	86705945	5001575	July 19, 2016
PEAR	86490500	4944036	April 26, 2016
PEAR +	86490492	4798887	August 25, 2015
POWERED BY PEAR	86315129	5110223	December 27, 2016
POWERED BY PEAR SPORTS	86315134		*
BETTER THAN NOW	86315117		*
PEAR SPORTS	85250023	4505654	*
TRAINING INTELLIGENCE	76709206	4525975	May 6, 2014
WHAT PUSHES YOU	76710123		*
PEAR	76709222		*
WOMEN'S PROFESSIONAL FASTPITCH	74533001	1926786	*

* — indicates dead, abandoned or cancelled trademark