

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KBI Services, Inc.		03/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Perceptive Credit Holdings IV, LP, Administrative Agent		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5750986	KINDBODY	
Registration Number:	5783736	KINDBODY	
Registration Number:	6728998	KINDBODYRX	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	4152687810		
Email:	hcheng@mofo.com		
Correspondent Name:	Muzamil Huq		
Address Line 1:	425 Market Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	72295-64		
NAME OF SUBMITTER:	Muzamil Huq		
SIGNATURE:	/mhuq/		
DATE SIGNED:	03/02/2023		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 2, 2023 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings IV, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as March 2, 2023 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Agent a security interest in, and the Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security

Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

KBI SERVICES, INC.

By:  _____
Name: Gina Bartasi
Title: Chief Executive Officer

Address:
Kindbody, Inc.
120 Fifth Avenue, 5th Floor
New York, NY 10011
Attn: Legal Department
Email: legal@kindbody.com

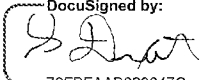
Copy to:

Nelson Mullins Riley & Scarborough LLP
Atlantic Station
201 17th Street NW, Suite 1700
Atlanta, GA 30363
Attn: Jeffrey A. Allred
Tel: 404.322.6101
Email: jeff.allred@nelsonmullins.com

Accepted and Agreed:

PERCEPTIVE CREDIT HOLDINGS IV, LP, as the Administrative Agent

By: **PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC**, its general partner

DocuSigned by:

By _____
Name: Sandeep Dixit
Title: Chief Credit Officer

DocuSigned by:

By _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings IV, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and
PCOFReporting@perceptivelife.com

With a copy (which shall not constitute notice) to:
Morrison & Foerster LLP
250 West 55th Street
New York, NY 10019
Attn: Mark S. Wojciechowski
Tel.: (212) 468 - 8079
Email: MWojciechowski@mfo.com

TRADEMARKSTrademark Registrations and Applications

(a) Registered Trademarks:

Mark	Registration No.	Registration Date	Owner	Filing Location
kindbody	5750986	May 14, 2019	KBI Services, Inc.	USA
kindbody	5783736	June 18, 2019	KBI Services, Inc.	USA
KindbodyRx	6728998	May 24, 2022	KBI Services, Inc.	USA

(b) Pending Trademark Applications:

Mark	Application No.	Filing Date	Applicant	Filing Location
Kindbody360	90704621	May 11, 2021	KBI Services, Inc.	USA
KindbodyRx	90704659	May 11, 2021	KBI Services, Inc.	USA
kindyou	97647788	October 25, 2022	KBI Services, Inc.	USA