

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERCULES CAPITAL, INC.		12/23/2019	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	WHOOOP, INC.		
Street Address:	1325 Boylston Street, #401		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02215		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4805176	WHOOOP	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1997075 TM		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	05/10/2023		
Total Attachments: 5			
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**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Termination and Release*") is granted as of December 23, 2019 by HERCULES CAPITAL, INC., a Maryland corporation ("*Secured Party*"), in favor of WHOOP, INC., a Delaware corporation (the "*Grantor*").

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement, dated as of 6/27/18 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "*Agreement*"), granting the Secured Party a security interest in and lien on the Grantor's Intellectual Property (as defined in the Agreement) which was recorded with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, on 6/27/18;

WHEREAS, Grantor has requested that the Secured Party hereby terminate, release and discharge fully its security interests in and liens on all right, title and interest of Grantor in, to and under all of the Grantor's Intellectual Property as herein provided and reassign any and all right, title and interest in the same to Grantor; and

WHEREAS, Grantor has requested that the Secured Party provide a document suitable for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, to evidence the release of the Secured Party's security interests in and liens on the Grantor's Intellectual Property as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby:

1. terminates the Agreement and releases, terminates and discharges all liens on and security interests in Grantor's right, title and interest in, to and under the Grantor's Intellectual Property identified in Schedule I hereto, and any right, title and interest in, to and under such Grantor's Intellectual Property, including all goodwill associated therewith and all proceeds thereof (including, without limitation, any and all causes of action that may exist by reason of infringement thereof), are hereby assigned, transferred, and conveyed back to the Grantor;
2. authorizes the Grantor to record this Termination and Release with the United States Patent and Trademark Office or the United States Copyright Office, as applicable; and
3. agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts at the expense of the Grantor, as may be reasonably necessary to effect the release of the liens on and security interests in the Grantor's Intellectual Property contemplated hereby.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

SECURED PARTY:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

SCHEDULE I TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TRADEMARKS

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
WHOOB	1705945 (Australia)	12/9/14
WHOOB	TMA982975 (Canada)	12/9/14
WHOOB	Application Pending (China)	12/9/14
WHOOB	1255058 (EU)	12/9/14
WHOOB	10255058 (International Registration)	12/9/14
WHOOB	1255058 (Japan)	12/9/14
WHOOB	4805176 (US)	9/1/15

SCHEDULE I TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

Description	Patent / Application Number	Issue / Application Date
DETERMINING HEART RATE WITH REFLECTED LIGHT DATA	14290065	May 29, 2014
AUTOMATIC LOCATION DETECTION OF A PHYSIOLOGICAL MEASUREMENT SYSTEM ON A USER'S BODY	14325741	Jul 8, 2014
PHYSIOLOGICAL MEASUREMENT SYSTEM WITH MOTION SENSING	14326598	Jul 9, 2014
DETERMINING A RECOVERY INDICATOR USING HEART RATE DATA	14326810	Jul 9, 2014
DEVICE FOR PHYSIOLOGICAL MONITORING AND MEASUREMENT	14995874	Jan 14, 2016
SYSTEMS, DEVICES AND METHODS FOR CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	15182081	Jun 14, 2016
PHYSIOLOGICAL MEASUREMENT SYSTEM WITH MOTION SENSING	15451685	Mar 7, 2017
FITNESS MONITORING SYSTEMS AND METHODS BASED ON CONTINUOUS COLLECTION OF PHYSIOLOGICAL DATA	61696525	Sep 4, 2012
FITNESS MONITORING SYSTEMS AND METHODS BASED ON CONTINUOUS COLLECTION OF PHYSIOLOGICAL DATA	61736310	Dec 12, 2012
SYSTEMS, DEVICES AND METHODS FOR CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	PCTUS1358077	Sep 4, 2013
CONTINUOUS HEART RATE MONITORING AND INTERPRETATION	14198437	Mar 5, 2014
AUTOMATED EXERCISE RECOMMENDATIONS	14289330	May 28, 2014
DEVICE FOR MONITORING AND SHARING HEART RATE DATA	14312894	Jun 24, 2014
HEART RATE VARIABILITY WITH SLEEP DETECTION	9743848	Jun 25, 2015
HEART RATE VARIABILITY WITH SLEEP DETECTION	9750415	Jul 12, 2016
HEART RATE VARIABILITY WITH SLEEP DETECTION	PCTUS1634056	May 25, 2016

INTERFACE FOR REMOVABLE WRIST DEVICE	9730591	Jun 19, 2015
HEART RATE DETECTION USING AMBIENT LIGHT	14706524	May 7, 2015
WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	D767768	Jun 4, 2015
WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	D792597	Sep 23, 2016
WEARABLE CONTINUOUS PHYSIOLOGICAL MONITORING DEVICE	002889121-0001 (EU)	Dec 3, 2015
PROBABILITY-BASED USAGE OF MULTIPLE ESTIMATORS OF A PHYSIOLOGICAL SIGNAL	9596997	Sep 14, 2016
REMOVING MOTION ARTIFACTS FROM A PHYSIOLOGICAL SIGNAL	15265792	Sep 14, 2016
SYSTEMS AND METHODS FOR IMPROVED HEART RATE DETECTION	62218017	Sep 14, 2015
PHYSIOLOGICAL SIGNAL MONITORING	PCTUS1651757	Sep 14, 2016
VARIABLE BRIGHTNESS AND GAIN FOR OPTIMIZING SIGNAL ACQUISITION	15706308	Sep 15, 2017
VARIABLE BRIGHTNESS AND GAIN FOR OPTIMIZING SIGNAL ACQUISITION	62394829	Sep 15, 2016
ACTIVITY RECOGNITION	62489259	Apr 24, 2017
ACTIVITY RECOGNITION	62510708	May 24, 2017
IMPROVED ACCURACY OF HEART RATE MEASUREMENT	62573683	Oct 17, 2017