

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WHOOOP, INC.		05/17/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRINITY CAPITAL INC.		
Street Address:	1 N. 1ST STREET, FLOOR 3		
City:	PHOENIX		
State/Country:	ARIZONA		
Postal Code:	85004		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6763212	KNOW YOURSELF	
Registration Number:	6656083	KNOW YOURSELF	
Registration Number:	6141320	UNLOCK YOURSELF	
Registration Number:	6392505	UNLOCK YOURSELF	
Registration Number:	6141324	UNLOCK YOURSELF	
Registration Number:	6136283	W	
Registration Number:	6254923	W	
Registration Number:	6136284	W	
Registration Number:	6141323	W	
Registration Number:	6999289	W	
Registration Number:	4805176	WHOOOP	
Serial Number:	90879644	ANY-WEAR	
Serial Number:	97829670	W	
Serial Number:	97829675	W	
Serial Number:	97684459	WHOOOP	
Serial Number:	97667308	WHOOOP UNITE	
Serial Number:	90071652	KNOW YOURSELF	
Serial Number:	97153186	WHOOOP	

CH \$465.00 6763212

CORRESPONDENCE DATA**Fax Number:**

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.

Email: jgu@cooley.com
Correspondent Name: Jennifer Gu c/o Cooley LLP
Address Line 1: 3175 Hanover Street
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	330658-143
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NAME OF SUBMITTER:	Jennifer Gu
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SIGNATURE:	/Jennifer Gu/
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DATE SIGNED:	05/18/2023
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Total Attachments: 15

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Execution Version**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of May 17, 2023, is made by WHOOP, INC., a Delaware corporation (the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation ("Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (i) any trademark application filed in the United States Patent and Trademark Office on the basis of Grantor's intent to use such trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, and only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law; or (ii) any registered or applied for Intellectual Property filed with any governmental agency or comparable entity outside of the United States of America which the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable law, but only for so long as, the granting by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms

of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

COPY VIEW

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

GRANTOR:

WHOOOP, INC., a Delaware corporation

DocuSigned by:
By: Tricia Gugler
Name: Tricia Gugler
Title: Chief Financial Officer and Treasurer

LENDER:

TRINITY CAPITAL INC.,
a Maryland corporation

DocuSigned by:
By: Sarah Stanton
Name: Sarah Stanton
Title: General Counsel and Chief Compliance Officer

COPY VIEW

EXHIBIT A

COPYRIGHTS

None.

COPY VIEW

EXHIBIT B

PATENTS

(See attached.)

COPY VIEW

Whoop, Inc.	Product Name	Country	Status	Patent No.	Issue Date	Pub No.	Pub Date
	CYCLE-BASED SLEEP						
Whoop, Inc.	COACHING	United States of America	Allowed	17/210,653	Mar 24, 2021	11627946	Apr 18, 2023
	PHYSIOLOGICAL MEASUREMENT SYSTEM WITH						
Whoop, Inc.	MOTION SENSING	United States of America	Issued	14/326,598	Jul 9, 2014	10264982	Apr 23, 2019
	DETERMINING A RECOVERY INDICATOR USING HEART RATE						
Whoop, Inc.	DATA	United States of America	Issued	14/326,810	Jul 9, 2014	11574722	Feb 7, 2023
	DEVICE FOR PHYSIOLOGICAL MONITORING AND						
Whoop, Inc.	MEASUREMENT	United States of America	Issued	14/995,874	Jan 14, 2016	10182726	Jan 22, 2019
	CONTINUOUSLY WEARABLE						
Whoop, Inc.	MONITORING DEVICE	United States of America	Issued	17/205,850	Mar 18, 2021	11410765	Aug 9, 2022
	CONTINUOUS HEART RATE MONITORING						
Whoop, Inc.	AND INTERPRETATION	United States of America	Issued	14/198,437	Mar 5, 2014	11185241	Nov 30, 2021
	AUTOMATED EXERCISE RECOMMENDATIONS						
Whoop, Inc.	HEART RATE VARIABILITY WITH	United States of America	Issued	14/289,330	May 28, 2014	11602279	Mar 14, 2023
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	United States of America	Issued	14/750,389	Jun 25, 2015	9743848	Aug 29, 2017
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	United States of America	Issued	15/207,924	Jul 12, 2016	9738415	Sep 5, 2017
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	Germany	Issued	16814950.8	May 25, 2016	60200045944.2	Oct 14, 2020
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	European Patent Office	Issued	16814950.8	May 25, 2016	3313276	Oct 14, 2020
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	Finland	Issued	16814950.8	May 25, 2016	3313276	Oct 14, 2020
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	France	Issued	16814950.8	May 25, 2016	3313276	Oct 14, 2020
	SLEEP DETECTION HEART RATE VARIABILITY WITH						
Whoop, Inc.	SLEEP DETECTION HEART RATE VARIABILITY WITH	United Kingdom	Issued	16814950.8	May 25, 2016	3313276	Oct 14, 2020
	INTERFACE FOR REMOVABLE WRIST						
Whoop, Inc.	DEVICE	United States of America	Issued	14/744,182	Jun 19, 2015	9730591	Aug 15, 2017
	WEARABLE CONTINUOUS PHYSIOLOGICAL						
Whoop, Inc.	MONITORING DEVICE	United States of America	Issued	29/529,218	Jun 4, 2015	D767768	Sep 27, 2016
	WEARABLE CONTINUOUS PHYSIOLOGICAL						
Whoop, Inc.	MONITORING DEVICE	United States of America	Issued	29/578,653	Sep 23, 2016	D792597	Jul 18, 2017
	WEARABLE CONTINUOUS PHYSIOLOGICAL						
Whoop, Inc.	MONITORING DEVICE	European Union	Issued	002889121	Dec 3, 2015		Dec 3, 2015 002889121-0001
	PROBABILITY-BASED USAGE OF MULTIPLE ESTIMATORS OF A						
Whoop, Inc.	PHYSIOLOGICAL SIGNAL	United States of America	Issued	15/265,761	Sep 14, 2016	9596997	Mar 21, 2017
	PHYSIOLOGICAL SIGNAL MONITORING						
Whoop, Inc.		Australia	Issued	2016323049	Sep 14, 2016	2016323049	Oct 7, 2021

	VARIABLE BRIGHTNESS AND GAIN FOR OPTIMIZING SIGNAL							
Whoop, Inc.	ACQUISITION ACTIVITY	United States of America	Issued	15/706,308	Sep 15, 2017	10750958	Aug 25, 2020	
Whoop, Inc.	RECOGNITION ACTIVITY	United States of America	Issued	15/960,461	Apr 23, 2018	10548513	Feb 4, 2020	
Whoop, Inc.	RECOGNITION APPLIED DATA QUALITY METRICS FOR PHYSIOLOGICAL	United States of America	Issued	16/778,251	Jan 31, 2020	10912495	Feb 9, 2021	
Whoop, Inc.	MEASUREMENTS	United States of America	Issued	16/163,441	Oct 17, 2018	11185292	Nov 30, 2021	
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICE	United States of America	Issued	29/794,712	Jun 15, 2021	D977115	Jan 31, 2023	
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0001	Dec 14, 2021		Dec 14, 2021	008795736-0001
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0002	Dec 14, 2021		Dec 14, 2021	008795736-0002
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0003	Dec 14, 2021		Dec 14, 2021	008795736-0003
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0004	Dec 14, 2021		Dec 14, 2021	008795736-0004
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICE	United Kingdom	Issued	6181060	Dec 13, 2021		Dec 13, 2021	6181060
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICE & STRAP	United Kingdom	Issued	6181061	Dec 13, 2021		Dec 13, 2021	6181061
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICE	United Kingdom	Issued	6181062	Dec 13, 2021		Dec 13, 2021	6181062
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICE	United Kingdom	Issued	6181063	Dec 13, 2021		Dec 13, 2021	6181063
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0005	Dec 14, 2021		Dec 14, 2021	008795736-0005
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0006	Dec 14, 2021		Dec 14, 2021	008795736-0006
	LINKING MEMBER AND WEARABLE STRAP							
Whoop, Inc.	WEARABLE STRAP	United Kingdom	Issued	6181064	Dec 13, 2021		Dec 13, 2021	6181064
	LINKING MEMBER FOR A WEARABLE STRAP							
Whoop, Inc.	WEARABLE STRAP	United Kingdom	Issued	6181065	Dec 13, 2021		Dec 13, 2021	6181065
	WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITORING DEVICES	United States of America	Issued	29/794,718	Jun 15, 2021	D973584	Dec 27, 2022	
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0007	Dec 14, 2021		Dec 14, 2021	008795736-0007
	BATTERY FOR WEARABLE PHYSIOLOGICAL							
Whoop, Inc.	MONITOR	United Kingdom	Issued	6181066	Dec 13, 2021		Dec 13, 2021	6181066
	PHYSIOLOGICAL							
Whoop, Inc.	MONITOR RECEPTACLE	United States of America	Issued	29/794,724	Jun 15, 2021	D977116	Jan 31, 2023	
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0008	Dec 14, 2021		Dec 14, 2021	008795736-0008
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0009	Dec 14, 2021		Dec 14, 2021	008795736-0009
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0010	Dec 14, 2021		Dec 14, 2021	008795736-0010
Whoop, Inc.	MONITORING DEVICES (PART OF -)	European Union	Issued	008795736-0011	Dec 14, 2021		Dec 14, 2021	008795736-0011
	PHYSIOLOGICAL							
Whoop, Inc.	MONITOR RECEPTACLE	United Kingdom	Issued	6181067	Dec 13, 2021		Dec 13, 2021	6181067
	PHYSIOLOGICAL							
Whoop, Inc.	MONITOR RECEPTACLE	United Kingdom	Issued	6181068	Dec 13, 2021		Dec 13, 2021	6181068

Whoop, Inc.	PHYSIOLOGICAL MONITOR RECEPTACLE	United Kingdom	Issued	6181069	Dec 13, 2021		Dec 13, 2021	6181069
Whoop, Inc.	PHYSIOLOGICAL MONITOR RECEPTACLE	United Kingdom	Issued	6181070	Dec 13, 2021		Dec 13, 2021	6181070
Whoop, Inc.	TISSUE OXYGEN SATURATION DETECTION AND RELATED APPARATUS AND METHODS	United States of America	Issued	15/971,870	May 4, 2018	10092228	Oct 9, 2018	
Whoop, Inc.	TISSUE OXYGEN SATURATION DETECTION AND RELATED APPARATUS AND METHODS	United States of America	Issued	16/118,845	Aug 31, 2018	10799162	Oct 13, 2020	
Whoop, Inc.	TISSUE OXYGEN SATURATION DETECTION AND RELATED APPARATUS AND METHODS	Australia	Issued	2017226296	Mar 2, 2017	2017226296	Oct 14, 2021	

COPY VIEW

DETERMINING HEART RATE WITH					
Whoop, Inc.	REFLECTED LIGHT DATA	United States of America	Pending	18/106,668	Feb 7, 2023
Whoop, Inc.	ACTIVITY RECOGNITION	Canada	Pending	3060439	Apr 23, 2018
Whoop, Inc.	PULSE SHAPE ANALYSIS	Australia	Pending	2021315586	Jul 29, 2021
Whoop, Inc.	PULSE SHAPE ANALYSIS	Canada	Pending	3190207	Jul 29, 2021
Whoop, Inc.	WEARABLE INFECTION MONITOR	United States of America	Pending	18/078,067	Dec 8, 2022
Whoop, Inc.	WEARABLE INFECTION MONITOR	Australia	Pending	2021286646	Jun 10, 2021
Whoop, Inc.	WEARABLE INFECTION MONITOR	Canada	Pending	3186796	Jun 10, 2021
Whoop, Inc.	LINKING MEMBER AND WEARABLE STRAP	United States of America	Pending	29/794,715	Jun 15, 2021
Whoop, Inc.	DETECTING POSITION OF A WEARABLE	United States of America	Pending	18/182,197	Mar 10, 2023
Whoop, Inc.	MONITOR	United States of America	Pending	18/182,197	Mar 10, 2023
Whoop, Inc.	DETECTING POSITION OF A WEARABLE	PCT	Pending	PCT/US23/64175	Mar 10, 2023
Whoop, Inc.	MONITOR	PCT	Pending	PCT/US23/64175	Mar 10, 2023
Whoop, Inc.	TISSUE OXYGEN SATURATION DETECTION	Australia	Pending	2019263044	Apr 30, 2019
Whoop, Inc.	AND RELATED APPARATUS AND METHODS	Australia	Pending	2019263044	Apr 30, 2019
Whoop, Inc.	OXYGEN DETECTION SENSOR IN CLOTHING	Australia	Pending	2019263142	Apr 30, 2019
Whoop, Inc.	AND RELATED APPARATUS AND METHODS	Australia	Pending	2019263142	Apr 30, 2019
Whoop, Inc.	OXYGEN DETECTION SENSOR IN CLOTHING	Canada	Pending	3,098,895	Apr 30, 2019
Whoop, Inc.	AND RELATED APPARATUS AND METHODS	Canada	Pending	3,098,895	Apr 30, 2019
Whoop, Inc.	PRESSURE SENSITIVE STRAP FOR	Australia	Pending	2019263069	Apr 30, 2019
Whoop, Inc.	WEARABLE ELECTRONICS	Australia	Pending	2019263069	Apr 30, 2019
Whoop, Inc.	PRESSURE SENSITIVE STRAP FOR	Canada	Pending	3,098,669	Apr 30, 2019
Whoop, Inc.	WEARABLE ELECTRONICS	Canada	Pending	3,098,669	Apr 30, 2019
Whoop, Inc.	DYNAMIC STRESS MONITORING	United States of America	Pending	63/431,877	Dec 12, 2022
Whoop, Inc.	MONITORING MUSCULOSKELETAL STRAIN	United States of America	Pending	63/395,244	Aug 4, 2022
Whoop, Inc.	ACTIVITY COACHING BASED ON	United States of America	Pending	63/404,247	Sep 7, 2022
Whoop, Inc.	REPRODUCTIVE PHASES	United States of America	Pending	63/404,247	Sep 7, 2022
Whoop, Inc.	PHYSIOLOGICAL SENSING VIA GARMENTS	United States of America	Pending	63/408,538	Sep 21, 2022
Whoop, Inc.	PHYSIOLOGICAL SENSING VIA GARMENTS	United States of America	Pending	63/447,812	Feb 23, 2023
Whoop, Inc.	DELIVERY DATE PREDICTION SYSTEM	United States of America	Pending	63/401,408	Aug 26, 2022
Whoop, Inc.	SELECTIVE DATA TRANSFER FOR EFFICIENT	United States of America	Pending	63/409,356	Sep 28, 2022
Whoop, Inc.	WIRELESS CHARGING	United States of America	Pending	63/409,356	Sep 28, 2022
Whoop, Inc.	CALIBRATED BLOOD PRESSURE	United States of America	Pending	63/451,193	Mar 9, 2023
Whoop, Inc.	MEASUREMENT	United States of America	Pending	63/451,193	Mar 9, 2023
Whoop, Inc.	DEVICE FOR CARDIOVASCULAR INTENSITY	United States of America	Published	17/545,242	Dec 8, 2021
Whoop, Inc.	MEASUREMENT	United States of America	Published	17/545,242	Dec 8, 2021
Whoop, Inc.	SYSTEMS, DEVICES AND METHODS FOR	United States of America	Published	17/728,062	Apr 25, 2022
Whoop, Inc.	CONTINUOUS HEART RATE MONITORING	United States of America	Published	17/728,062	Apr 25, 2022
Whoop, Inc.	AND INTERPRETA...	United States of America	Published	17/728,062	Apr 25, 2022
Whoop, Inc.	HEART RATE VARIABILITY WITH SLEEP	European Patent Office	Published	20190577.5	May 25, 2016
Whoop, Inc.	DETECTION	European Patent Office	Published	20190577.5	May 25, 2016
Whoop, Inc.	HEART RATE DETECTION USING AMBIENT	United States of America	Published	14/706,524	May 7, 2015
Whoop, Inc.	LIGHT	United States of America	Published	14/706,524	May 7, 2015
Whoop, Inc.	PHYSIOLOGICAL SIGNAL MONITORING	European Patent Office	Published	16847241.3	Sep 14, 2016
Whoop, Inc.	ACTIVITY RECOGNITION	European Patent Office	Published	16847241.3	Sep 14, 2016
Whoop, Inc.	APPLIED DATA QUALITY METRICS FOR	European Patent Office	Published	18791263.9	Apr 23, 2018
Whoop, Inc.	PHYSIOLOGICAL MEASUREMENTS	United States of America	Published	17/536,331	Nov 29, 2021
Whoop, Inc.	APPLIED DATA QUALITY METRICS FOR	United States of America	Published	17/536,331	Nov 29, 2021
Whoop, Inc.	PHYSIOLOGICAL MEASUREMENTS	European Patent Office	Published	18868234.8	Oct 17, 2018
Whoop, Inc.	CYCLE MANAGEMENT FOR PHYSIOLOGICAL	European Patent Office	Published	18868234.8	Oct 17, 2018
Whoop, Inc.	MONITORING DEVICES	United States of America	Published	17/124,770	Dec 17, 2020
Whoop, Inc.	DETECTING SLEEP INTENTION	United States of America	Published	17/117,593	Dec 10, 2020
Whoop, Inc.	DETECTING SLEEP INTENTION	European Patent Office	Published	21159369.4	Feb 25, 2021
Whoop, Inc.	DETECTING SLEEP INTENTION	European Patent Office	Published	21159369.4	Feb 25, 2021
Whoop, Inc.	PULSE SHAPE ANALYSIS	United States of America	Published	17/388,711	Jul 29, 2021
Whoop, Inc.	PULSE SHAPE ANALYSIS	European Patent Office	Published	21759454.8	Jul 29, 2021
Whoop, Inc.	WEARABLE INFECTION MONITOR	European Patent Office	Published	21743320.0	Jun 10, 2021
Whoop, Inc.	WEARABLE INFECTION MONITOR	European Patent Office	Published	21743320.0	Jun 10, 2021
Whoop, Inc.	GARMENT INFRASTRUCTURE FOR	United Kingdom	Published	2300283.5	Jun 10, 2021
Whoop, Inc.	PHYSIOLOGICAL MONITORING	United States of America	Published	17/508,159	Oct 22, 2021
Whoop, Inc.	TIME DOMAIN PROCESSING OF PERIODIC	United States of America	Published	17/508,159	Oct 22, 2021
Whoop, Inc.	PHYSIOLOGICAL SIGNALS	PCT	Published	PCT/US21/61735	Dec 3, 2021
Whoop, Inc.	CYCLE-BASED WORKOUT COACHING	United States of America	Published	17/210,639	Mar 24, 2021
Whoop, Inc.	COACHING BASED ON MENSTRUAL CYCLE	PCT	Published	PCT/US22/17244	Feb 22, 2022
Whoop, Inc.	MODULAR PHYSIOLOGICAL MONITORING	PCT	Published	PCT/US22/17244	Feb 22, 2022
Whoop, Inc.	SYSTEM	United States of America	Published	17/508,235	Oct 22, 2021
Whoop, Inc.	WIRELESS BATTERY FOR PHYSIOLOGICAL	United States of America	Published	17/508,235	Oct 22, 2021
Whoop, Inc.	MONITORING SYSTEM	United States of America	Published	17/508,440	Oct 22, 2021
Whoop, Inc.	ADJUSTABLE STRAP FOR WEARABLE	United States of America	Published	17/508,440	Oct 22, 2021
Whoop, Inc.	MONITOR	United States of America	Published	17/508,468	Oct 22, 2021
Whoop, Inc.	MONITORING FIT OF WEARABLE DEVICES	United States of America	Published	17/939,722	Sep 7, 2022
Whoop, Inc.	MONITORING FIT OF WEARABLE DEVICES	United States of America	Published	17/939,722	Sep 7, 2022
Whoop, Inc.	MONITORING FIT OF WEARABLE DEVICES	PCT	Published	PCT/US22/42774	Sep 7, 2022

Whoop, Inc.	CONFIGURABLE WAKE UP ALARM USING PHYSIOLOGICAL MONITORING	United States of America	Published	17/939,149	Sep 7, 2022
Whoop, Inc.	CONFIGURABLE WAKE UP ALARM USING PHYSIOLOGICAL MONITORING	PCT	Published	PCT/US22/42682	Sep 7, 2022
Whoop, Inc.	TISSUE OXYGEN SATURATION DETECTION AND RELATED APPARATUS AND METHODS	United States of America	Published	17/085,392	Oct 30, 2020
Whoop, Inc.	OXYGEN DETECTION SENSOR IN CLOTHING AND RELATED APPARATUS AND METHODS	United States of America	Published	17/085,464	Oct 30, 2020
Whoop, Inc.	OXYGEN DETECTION SENSOR IN CLOTHING AND RELATED APPARATUS AND METHODS	European Patent Office	Published	22186002.6	Apr 30, 2019
Whoop, Inc.	PRESSURE SENSITIVE STRAP FOR WEARABLE ELECTRONICS	United States of America	Published	17/086,182	Oct 30, 2020
Whoop, Inc.	PRESSURE SENSITIVE STRAP FOR WEARABLE ELECTRONICS	European Patent Office	Published	19797008.0	Apr 30, 2019
Whoop, Inc.	PHYSIOLOGICAL MONITORING SYSTEMS	Australia	Unfiled		Oct 16, 2021
Whoop, Inc.	PHYSIOLOGICAL MONITORING SYSTEMS	Canada	Unfiled		Oct 16, 2021
Whoop, Inc.	PHYSIOLOGICAL MONITORING SYSTEMS	European Patent Office	Unfiled	21881247.7	Oct 16, 2021








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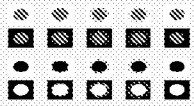
EXHIBIT C

TRADEMARKS AND TRADEMARK APPLICATIONS

(See attached.)

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Grantor	Trademark	Image	Country/Name	Trademark Status	App Number	File Date	Reg Number	Reg Date
Whoop, Inc.	ANY-WEAR		European Union (Community)	Registered	018652711	11-Feb-2022	018652711	28-Mar-2023
Whoop, Inc.	KNOW YOURSELF		United States of America	Registered	90071701	24-Jul-2020	6763212	21-Jun-2022
Whoop, Inc.	KNOW YOURSELF		United States of America	Registered	90071726	24-Jul-2020	6656083	01-Mar-2022
Whoop, Inc.	UNLOCK YOURSELF		United States of America	Registered	88799940	17-Feb-2020	6141320	01-Sep-2020
Whoop, Inc.	UNLOCK YOURSELF		United States of America	Registered	88800026	17-Feb-2020	6392505	22-Jun-2021
Whoop, Inc.	UNLOCK YOURSELF		United States of America	Registered	88799999	17-Feb-2020	6141324	01-Sep-2020
Whoop, Inc.	W (device)		European Union (Community)	Registered	018642687	21-Jan-2022	018642687	28-Jun-2022
Whoop, Inc.	W (device)		United Kingdom	Registered	UK00003746170	21-Jan-2022	UK00003746170	22-Apr-2022
Whoop, Inc.	W LOGO		United States of America	Registered	88799932	17-Feb-2020	6136283	25-Aug-2020
Whoop, Inc.	W LOGO		United States of America	Registered	88800014	17-Feb-2020	6254923	26-Jan-2021
Whoop, Inc.	W LOGO		United States of America	Registered	88799950	17-Feb-2020	6136284	25-Aug-2020
Whoop, Inc.	W LOGO		United States of America	Registered	88799988	17-Feb-2020	6141323	01-Sep-2020
Whoop, Inc.	W LOGO		United States of America	Registered	97153184	02-Dec-2021	6999289	14-Mar-2023
Whoop, Inc.	WHOOOP		Canada	Registered	1706297	09-Dec-2014	TMA982975	16-Oct-2017
Whoop, Inc.	WHOOOP		European Union (Community)	Registered	018645436	27-Jan-2022	018645436	28-Jun-2022
Whoop, Inc.	WHOOOP		Int'l Registration Madrid Protocol Only	Registered	1255058	09-Dec-2014	1255058	09-Dec-2014
Whoop, Inc.	WHOOOP		United Kingdom	Registered	UK00801255058	09-Dec-2014	UK00801255058	12-May-2016
Whoop, Inc.	WHOOOP		United Kingdom	Registered	UK00003748397	27-Jan-2022	UK00003748397	19-Aug-2022
Whoop, Inc.	WHOOOP		United States of America	Registered	86316942	23-Jun-2014	4805176	01-Sep-2015
Whoop, Inc.	WHOOOP		United States of America	Suspended	97153186	02-Dec-2021		

Applicant	Trademark	Image	Country/Region	Trademark Status	App. Number	File Date	Reg. Number	Reg. Date
Whoop, Inc.	ANY-WEAR		United States of America	Pending	90879644	12-Aug-2021		
Whoop, Inc.	W (Stylized)		European Union (Community)	Pending	018846959	10-Mar-2023		
Whoop, Inc.	W (Stylized)		United Kingdom	Pending	UK00003887609	10-Mar-2023		
Whoop, Inc.	W Stylized		United States of America	Pending	97829670	08-Mar-2023		
Whoop, Inc.	W Stylized		United States of America	Pending	97829675	08-Mar-2023		
Whoop, Inc.	WHOOOP		United States of America	Pending	97684459	18-Nov-2022		
Whoop, Inc.	WHOOOP UNITE		United States of America	Pending	97667308	08-Nov-2022		
Whoop, Inc.	WHOOOP		Australia	Protected	1255058	09-Dec-2014	1255058	09-Dec-2014
Whoop, Inc.	WHOOOP		China (People's Republic)	Protected	1255058	09-Dec-2014	1255058	09-Dec-2014
Whoop, Inc.	WHOOOP		European Union (Community)	Protected	1255058	09-Dec-2014	1255058	09-Dec-2014
Whoop, Inc.	WHOOOP		Japan	Protected	1255058	09-Dec-2014	1255058	09-Dec-2014
Whoop, Inc.	KNOW YOURSELF		United States of America	Published	90071652	24-Jul-2020		
Whoop, Inc.	Motion Design		European Union (Community)	Published	018652712	11-Feb-2021		

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EXHIBIT D

MASK WORKS

None.

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