

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM813345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HeartHero, Inc.	FORMERLY EIR, Inc.	05/26/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	H. Jason Harrison (as Collateral Agent)		
Street Address:	5520 Pembroke Road		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20817		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5874969	HEARTHERO	
Registration Number:	5644175	HEARTHERO	
Registration Number:	5755128	ELLIOT	
CORRESPONDENCE DATA			
Fax Number:	8173323140		
<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:	8173351050		
Email:	meh@hjpllp.com		
Correspondent Name:	Margaret E. Holland		
Address Line 1:	306 West Seventh Street, Suite 500		
Address Line 4:	Fort Worth, TEXAS 76102		
NAME OF SUBMITTER:	H. Jason Harrison		
SIGNATURE:	/H. Jason Harrison/		
DATE SIGNED:	05/26/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“**Trademark Security Agreement**”), dated as of 05/26/2023, 2023, is made by and between HeartHero, Inc., a Colorado corporation (“**Borrower**”), in favor of H. Jason Harrison (“**Collateral Agent**”), as collateral agent for the secured parties under the Security Agreement referred to below (the “**Secured Parties**”).

WHEREAS, Borrower has previously issued a series of secured convertible promissory notes (the “**Notes**”) to certain investors (the “**Lenders**”).

WHEREAS, as a condition precedent to the Lenders making the loans under the Notes, Borrower has executed and delivered to Collateral Agent that certain Amended and Restated Security Agreement dated October 16, 2020, as amended (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, Borrower granted to Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Borrower and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in **Schedule 1** hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by Collateral Agent.

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

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[signature page follows]

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

Borrower:

HeartHero, Inc.,
a Colorado corporation

Gary Montague

By: _____
Name: Gary Montague
Title: Founder/ executive chair

Address: 3513 Brighton Boulevard,
Suite 560
Denver, Colorado 80216
E-mail: gary@hearthero.com

AGREED TO AND ACCEPTED:

Collateral Agent:

H. Jason Harrison

Address: 5520 Pembroke Road
Bethesda, Maryland 20817
E-mail: hjh@ravenvp.com

[signature page – Trademark Security Agreement]

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

Borrower:

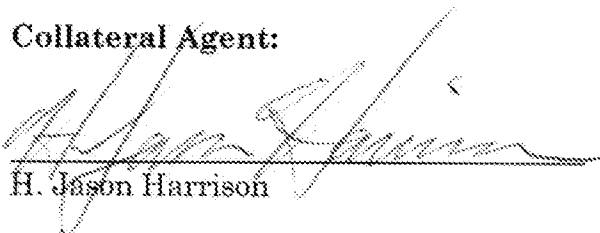
HeartHero, Inc.,
a Colorado corporation

By: _____
Name: _____
Title: _____

Address: 3513 Brighton Boulevard,
Suite 560
Denver, Colorado 80216
E-mail: _____

AGREED TO AND ACCEPTED:

Collateral Agent:



H. Jason Harrison

Address: 5520 Pembroke Road
Bethesda, Maryland 20817
E-mail: hjh@ravenvp.com

[signature page - Trademark Security Agreement]

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
HEARTHERO (word mark)	United States	5874969	10/1/2019
HEARTHERO (logo mark)	United States	5644175	1/1/2019
ELLIOT (word mark)	United States	5755128	5/21/2019