

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI70306

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KBI SERVICES, INC.		03/04/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	PERCEPTIVE CREDIT HOLDINGS IV, LP		
<b>Street Address:</b>	51 Astor Place		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	7094293	KINDBODYRX	
<b>Registration Number:</b>	7037904	KINDBODY360	
<b>Serial Number:</b>	97886323	KINDRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@coagencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	Cogency Global Inc.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2292819 TM		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		
<b>SIGNATURE:</b>	Andrew Hackett		
<b>DATE SIGNED:</b>	03/05/2024		
<b>Total Attachments: 5</b>			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 4, 2024 (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](mailto: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](mailto: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

By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By Sam Chawla  
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](mailto:Sandeep@perceptivelife.com) and  
[PCOFReporting@perceptivelife.com](mailto: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@mofa.com](mailto:MWojciechowski@mofa.com)

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008361 FRAME: 0256**

**TRADEMARKS**Trademark Registrations and Applications

(a) Registered Trademarks:

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Filing Location</b>
KINDBODYRX	7094293	June 27, 2023	KBI Services, Inc.	USA
Kindbody360	7037904	April 25, 2023	KBI Services, Inc.	USA

(b) Pending Trademark Applications:

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Filing Location</b>
KINDRX	97886323	April 13, 2023	KBI Services, Inc.	USA