

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI101300

<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>
HEADOUT INC.		03/15/2024	Corporation: DELAWARE
HEADOUT EXPERIENCES, LLC		03/15/2024	Limited Liability Company: DELAWARE
HEADOUT EUROPE GMBH		03/15/2024	Gesellschaft Mit Beschränkter Haftung (GmbH): GERMANY
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	TRIPLEPOINT CAPITAL, LLC		
<b>Street Address:</b>	2755 Sand Hill Road, Suite 150		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97491189	HEADOUT	
<b>Serial Number:</b>	86547049	HEADOUT	
<b>Serial Number:</b>	87055332	HEADOUT	
<b>Serial Number:</b>	87095043	HEADOUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027568087		
<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>	2027568392		
<b>Email:</b>	eatkins@mwe.com,kdelcoure@mwe.com		
<b>Correspondent Name:</b>	Eleanor B. Atkins		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	500 N. Capitol Street, NW		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001-1531		
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0229		
<b>NAME OF SUBMITTER:</b>	GAYLE DELCOURE		

CH \$115.00.00 97491189

<b>SIGNATURE:</b>	GAYLE DELCOURE
<b>DATE SIGNED:</b>	03/18/2024
<b>Total Attachments: 8</b> source=TPC-Headout-IP Security Agreement (Executed)#page1.tif source=TPC-Headout-IP Security Agreement (Executed)#page2.tif source=TPC-Headout-IP Security Agreement (Executed)#page3.tif source=TPC-Headout-IP Security Agreement (Executed)#page4.tif source=TPC-Headout-IP Security Agreement (Executed)#page5.tif source=TPC-Headout-IP Security Agreement (Executed)#page6.tif source=TPC-Headout-IP Security Agreement (Executed)#page7.tif source=TPC-Headout-IP Security Agreement (Executed)#page8.tif	



## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of March 15, 2024 (the “Agreement”) by and between TRIPLEPOINT CAPITAL, LLC, a Delaware limited liability company in its capacity as a lender, and in its capacity as collateral agent for the Lenders (as defined below), HEADOUT INC., a Delaware corporation (“Parent”), HEADOUT EXPERIENCES, LLC, a Delaware limited liability company (“Headout Experiences”) and HEADOUT EUROPE GMBH, a company organized under the laws of the Federal Republic of Germany (“Headout Germany”; together with Parent and Headout Experiences, collectively, the “Grantors”).

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT CAPITAL, LLC. The words “You” or “Your” refers to the Grantors and not any individual. The words “the Parties” refers to TRIPLEPOINT CAPITAL, LLC. and the Grantors.

Reference is made to the Plain English Growth Capital Loan and Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), dated as of March 15, 2024, by and among, the Grantors, the Collateral Agent, TRIPLEPOINT CAPITAL, LLC, a Delaware limited liability company in its capacity as a lender (“TPC”), TRIPLEPOINT PRIVATE VENTURE CREDIT INC., a Maryland corporation in its capacity as a lender (“TPVC”); TPC and TPVC, in their respective capacities as lenders, each a “Lender” and collectively the “Lenders”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the foregoing, the Collateral does not include Excluded Collateral.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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**2. LOAN AGREEMENT**

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*



IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

**You:** **HEADOUT INC.**  
DocuSigned by:  
Signature: Suren Sultania  
F85B8B55EF7A404...  
Print Name: Suren Sultania  
Title: Chief Operating Officer

**You:** **HEADOUT EXPERIENCES, LLC**  
DocuSigned by:  
Signature: Suren Sultania  
F85B8B55EF7A404...  
Print Name: Suren Sultania  
Title: Manager

**You:** **HEADOUT EUROPE GMBH**  
DocuSigned by:  
Signature: Suren Sultania  
F85B8B55EF7A404...  
Print Name: Suren Sultania  
Title: Managing Director (Geschäftsführer)

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
By and among HEADOUT INC., HEADOUT EXPERIENCES, LLC, and HEADOUT EUROPE GMBH, as  
You (Grantors) and TRIPLEPOINT CAPITAL LLC., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
None.		


**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
None.		

**SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
By and among HEADOUT INC., HEADOUT EXPERIENCES, LLC, and HEADOUT EUROPE GMBH, as  
You (Grantors) and TRIPLEPOINT CAPITAL LLC., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS****TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status	Owner
HEADOUT and Design 	July 6, 2022	97491189	Registered, September 12, 2023 Office Status: Registered Int'l Class: 09,39,41,42 First Use: January 10, 2015 Filed: July 6, 2022 Registered: September 12, 2023 Register Type: Principal Register	Headout Inc.
HEADOUT	February 26, 2015	86547049	Registered, September 14, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09 First Use: July 21, 2014 Filed: February 26, 2015 Registered: October 27, 2015 Register Type: Principal Register	Headout Inc.
HEADOUT	May 31, 2016	87055332	Registered, March 19, 2019 Int'l Class: 39,41,42,43 First Use: January 10, 2015 Filed: May 31, 2016 Registered: March 19, 2019 Register Type: Principal Register	Headout Inc.
HEADOUT	July 6, 2016	87095043	Registered, April 9, 2019 Int'l Class: 09,41,42 First Use: January 10, 2015 Filed: July 6, 2016	Headout Inc.



			Registered: April 9, 2019 Register Type: Principal Register	
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**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status	Owner
None.				

**SCHEDULE C**

**To Plain English Intellectual Property Security Agreement  
By and among HEADOUT INC., HEADOUT EXPERIENCES, LLC, and HEADOUT EUROPE GMBH, as  
You (Grantors) and TRIPLEPOINT CAPITAL LLC., as Us (Grantee)**

**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
None.			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.	
None.			