

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI132695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Twill, Inc.		03/25/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Avenue Venture Opportunities Fund, L.P., as agent		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97129435	INTELLIGENT HEALING	
Serial Number:	97129271	PRECISION CARE	
Serial Number:	97129036	THERAPEUTIC MEDIA	
Serial Number:	90901928	LUMENIO	
Serial Number:	90889989	DUET	
Serial Number:	90655479	GLOWE	
Serial Number:	88820920	KOPA	
Serial Number:	87865287		
Serial Number:	87750276	ANNA	
Serial Number:	87827521	HAPPIFY HEALTH	
Serial Number:	87827435	HAPPIFY HEALTH	
Serial Number:	85550524	HAPPIFY	
Serial Number:	97280077	SEQUENCE	
Serial Number:	97307171	BASIS	
Serial Number:	97330399	Twill	
Serial Number:	97668212	ASPIRO	
Serial Number:	97855694	DD	
CORRESPONDENCE DATA			

OP \$440.00.00 97129435

Fax Number: 6504283901

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.

Phone: +6(504)28-3900

Email: jnguyen@gcalaw.com,lblakely@gcalaw.com

Correspondent Name: Laura Blakely

Address Line 1: 2570 W. El Camino Real

Address Line 2: Suite 400

Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94040

NAME OF SUBMITTER:	James Nguyen
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SIGNATURE:	James Nguyen
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DATE SIGNED:	03/29/2024
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Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 25, 2024 by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as collateral agent for certain Lenders (in such capacity, "Agent") and TWILL, INC., a Delaware corporation ("Grantor") and certain of Grantor's affiliates.

RECITALS

A. Grantor, certain of Grantor's affiliates, certain lenders from time to time parties thereto (collectively, "Lenders") and Agent, as administrative and collateral agent for Lenders, have entered into that certain Loan and Security Agreement dated as of May 1, 2023 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) pursuant to which Lenders will make certain advances of money and extend certain financial accommodation to Grantor and certain of Grantor's affiliates (the "Loans") in the amounts and manner set forth therein.

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 to secure the Obligations.

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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Trademarks and Patents listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

2. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders under the Loan Agreement. The rights and remedies of Agent 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 Agent, for the benefit of Lenders, as a matter of law or equity. Each right, power and remedy of Agent 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 in this Intellectual Property Security Agreement and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Agent, of any or all other rights, powers or remedies.

3. Each Grantor hereby authorizes Agent to (a) file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the

name of Agent as agent and attorney-in-fact for Agent, (b) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement and in which Grantor has granted a security interest pursuant to the Loan Agreement, and (c) file a duplicate of this Intellectual Property Security Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Sections 9.9 (Execution in Counterparts; Electronic Signatures), 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full. .

5. This Intellectual Property Security Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Attention: _____
Email: _____
Phone: _____

Address of Agent:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : tgreenbarg@avenuecapital.com
Phone: #212-878-3523

GRANTORS:

TWILL, INC.

By _____
Name: Zvi Ben David_
Title: Treasurer

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Member

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Country	Patent Title	App. No.	Filing Date	Patent No.	Issue Date
USA	DYNAMIC INTERACTIVE NETWORK SYSTEM FOR PROVIDING ONLINE SERVICE AND SOCIAL COMMUNITY FOR ENGAGING, LEARNING, AND TRAINING SKILLS FOR MENTAL HEALTH	17/494,407	10/05/2021	11,575,737	2023-02-07
USA	ASSESSING ADHERENCE FIDELITY TO BEHAVIORAL INTERVENTIONS USING INTERACTIVITY AND NATURAL LANGUAGE PROCESSING	16/032,344	07/11/2018	10,813,584	2020-10-27
World Intellectual Property Organization	APPARATUS FOR COMPUTER GENERATED DIALOGUE	PCT/US2022/046487	10/12/22	N/A	N/A
EPO	APPARATUS FOR COMPUTER GENERATED DIALOGUE	22881741.7	10/12/2022	n/a	n/a
United States	APPARATUS FOR COMPUTER GENERATED DIALOGUE AND TASK-SPECIFIC NESTED FILE ARCHITECTURE THEREOF	17/878,901	8/1/22	N/A	N/A
United States	MODIFIABLE PHARMACEUTICAL PROTOCOL FOR MIGRAINE TREATMENT AND ASSESSMENT OF DRUG EFFICACY THEREOF	17/964,869	10/12/22	N/A	N/A
United States	PHARMACEUTICAL ADMINISTRATION TRACKING AND	17/964,871	10/12/22	N/A	N/A

	TREATMENT COMPLIANCE SYSTEM				
United States	DISTRIBUTED NETWORK FOR MODIFIABLE INTERACTIVE SESSIONS AND ADHERENCE ENHANCEMENT THEREOF	17/964,874	10/12/22	N/A	N/A
European Patent Office	SYSTEMS AND METHODS FOR PROVIDING ON-LINE SERVICES	14801490.5	12/16/15	N/A	N/A
European Patent Office	SYSTEMS AND METHODS FOR PROVIDING ON-LINE SERVICES	21194661.1	9/2/21	N/A	N/A
United States	DYNAMIC INTERACTIVE NETWORK SYSTEM FOR PROVIDING ONLINE SERVICE AND SOCIAL COMMUNITY FOR ENGAGING, LEARNING, AND TRAINING SKILLS FOR MENTAL HEALTH	18/092,311	12/31/22	N/A	N/A
Canada	SYSTEMS AND METHODS FOR TRAINING ARTIFICIALLY-INTELLIGENT CLASSIFIER	3109113	2/8/21	N/A	N/A
European Patent Office	SYSTEMS AND METHODS FOR TRAINING ARTIFICIALLY-INTELLIGENT CLASSIFIER	19847959.4	3/2/21	N/A	N/A
United States	DYNAMIC INTERACTION SYSTEM AND METHOD	17/510,341	10/25/21	N/A	N/A
United States	SYSTEMS AND METHODS FOR DYNAMIC USER INTERACTION FOR IMPROVING MENTAL HEALTH		17/671,251		2/14/22
United States	SYSTEMS AND METHODS FOR	16/059,498	8/9/18	N/A	N/A

	TRAINING ARTIFICIALLY-INTELLIGENT CLASSIFIER				
Canada	ASSESSING ADHERENCE FIDELITY TO BEHAVIORAL INTERVENTIONS	3070229	1/16/20	N/A	N/A
European Patent Office	ASSESSING ADHERENCE FIDELITY TO BEHAVIORAL INTERVENTIONS	18835438.5	2/6/20	N/A	N/A
Canada	SYSTEMS AND METHODS FOR DYNAMIC USER INTERACTION FOR IMPROVING HAPPINESS	3070232	1/16/20	N/A	N/A
European Patent Office	SYSTEMS AND METHODS FOR DYNAMIC USER INTERACTION FOR IMPROVING HAPPINESS	18835919.4	2/6/20	N/A	N/A
Canada	SYSTEMS FOR MANAGING DYNAMIC USER INTERACTIONS WITH ONLINE SERVICES FOR ENHANCING MENTAL HEALTH OF USERS	3156716	4/29/22	N/A	N/A
European Patent Office	SYSTEMS FOR MANAGING DYNAMIC USER INTERACTIONS WITH ONLINE SERVICES FOR ENHANCING MENTAL HEALTH OF USERS	20793894.5	5/27/22	N/A	N/A
United States	SYSTEMS AND METHODS FOR MANAGING DYNAMIC USER INTERACTIONS WITH ONLINE SERVICES FOR ENHANCING MENTAL HEALTH OF USERS	17/060,831	10/1/20	N/A	N/A

United States	SYSTEMS AND METHODS FOR MANAGING DYNAMIC USER INTERACTIONS WITH ONLINE SERVICES FOR ENHANCING MENTAL HEALTH OF USERS	18/136,787	4/19/23	N/A	N/A
United States	CUSTOMIZABLE THERAPY SYSTEM AND PROCESS	17/546,020	12/8/21	N/A	N/A
United States	SENSOR TRACKING BASED PATIENT SOCIAL CONTENT SYSTEM	17/585,003	1/26/22	N/A	N/A
EPO	SENSOR TRACKING BASED PATIENT SOCIAL CONTENT SYSTEM	22707534.8	1/26/2022	n/a	n/a

EXHIBIT C
TRADEMARKS

Country	Trademark	Trademark Status	Application #	Filing Date	Registration #	Registration Date
USA	INTELLIGENT HEALING	Pending	97/129435	11/17/2021	N/A	N/A
USA	PRECISION CARE	Allowed	97/129271	11/17/2021	N/A	N/A
USA	THERAPEUTIC MEDIA	Registered	97/129036	11/17/2021	7281217	01/16/2024
USA	LUMENIO	Allowed	90/901928	08/25/2021	N/A	N/A
USA	DUET	Registered	90/889989	08/18/2021	7270430	01/09/2024
USA	GLOWE	Allowed	90/655479	04/19/2021	N/A	N/A
USA	KOPA	Registered	88/820920	03/04/2020	6531581	10/19/2021
USA	Circular Design (Talk Bubble Design)	Registered	87/865287	04/05/2018	6108363	07/21/2020
USA	ANNA	Registered	87/750276	01/10/2018	6024641	03/31/2020
USA	happify HEALTH (stylized)	Registered	87/827521	03/09/2018	5546023	08/21/2018
USA	HAPPIFY HEALTH	Registered	87/827435	03/09/2018	5565951	09/18/2018
Madrid Protocol	HAPPIFY (designating: EU – Renewed IN – pending UK - Renewed)	Registered - Renewed	A0038692	10/15/2013	1216735	10/15/2013
USA	HAPPIFY	Registered	85/550524	02/23/2012	4475643	01/28/2014
Madrid Protocol	SEQUENCE (designating: AU – Granted (Class 45 only) BR – pending CA – pending CN – to be abandoned EU – Granted IN – Abandoned JP – pending UK – Granted)	Registered	A0126547	08/23/2022	1697868	08/23/2022
USA	SEQUENCE	Registered	97/280077	02/23/2022	7231798	11/28/2023
USA	BASIS	Allowed	97/307171	03/11/2022	N/A	N/A
Canada	TWILL	Pending	2238303	08/25/2022	N/A	N/A
Madrid Protocol	TWILL (designating: AU – Granted)	Registered	WIPO 16227499 01	08/25/2022	1712124	08/25/2022

	BR – Granted CA – pending CN – pending EU – Granted IN – pending JP – pending UK – Granted)					
USA	TWILL	Allowed	97/330399	03/25/2022	N/A	N/A
Madrid Protocol	ASPIRO (designating: AU – Granted BR – pending CA – pending CN – pending EU – Granted IN – pending JP – pending UK – Granted)	Registered		04/28/2023	1738488	04/28/2023
USA	ASPIRO	Pending	97/668212	11/08/2022	N/A	N/A
USA	DD stylized	Pending	97/855694	03/24/2023	N/A	N/A