

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM656768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest Recorded at R/F 7221/0920		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		06/29/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Groop Internet Platform, Inc.		
Street Address:	c/o Law Office of John Reilly		
Internal Address:	2881 Church St.		
City:	Pine Plains		
State/Country:	NEW YORK		
Postal Code:	12567		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86274885	TALK SPACE	
Serial Number:	86825383	UNLIMITED MESSAGING THERAPY	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3128767700		
Email:	thomas.buettner@lw.com		
Correspondent Name:	Thomas J. Buettner		
Address Line 1:	Latham & Watkins LLP		
Address Line 2:	330 North Wabash Avenue, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	067728-0002		
NAME OF SUBMITTER:	Thomas J. Buettner		
SIGNATURE:	/tjb/		
DATE SIGNED:	06/29/2021		
Total Attachments: 5			
source=Closing Copy - Talkspace -IP Termination and Release of Security Interest#page1.tif			

OP \$65.00 86274885

source=Closing Copy - Talkspace -IP Termination and Release of Security Interest#page2.tif

source=Closing Copy - Talkspace -IP Termination and Release of Security Interest#page3.tif

source=Closing Copy - Talkspace -IP Termination and Release of Security Interest#page4.tif

source=Closing Copy - Talkspace -IP Termination and Release of Security Interest#page5.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Termination and Release**”) is granted as of June 29, 2021 by **JPMorgan Chase Bank, N.A.** (the “**Lender**”) in favor of **Groop Internet Platform, Inc.**, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, pursuant to the Credit and Security Agreement dated as of March 15, 2021, (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit and Security Agreement**”), among the Grantor, the other Loan Parties (as defined in the Credit and Security Agreement) and the Lender, Grantor granted to the Lender a security interest in the Collateral (as defined in the Intellectual Property Security Agreement referred to below);

WHEREAS, in connection with the Credit and Security Agreement, the Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement dated as of March 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) whereby Grantor granted Lender a security interest in (i) certain Trademarks (as defined in the IP Security Agreement) listed hereto in Schedule 1, which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on March 16, 2021, at Reel 7221, Frame 0920, and (ii) certain Patents (as defined in the IP Security Agreement) listed hereto in Schedule 2, which was recorded with the USPTO on March 16, 2021, at Reel 055601, Frame 0983;

WHEREAS, the Grantor has requested that the Lender terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Collateral, including the Patents and Trademarks (as defined in the IP Security Agreement) set forth in Schedule 1 and Schedule 2 hereto respectively; and

WHEREAS, the Grantor has requested that the Lender provide a document suitable for recording in the USPTO to evidence the release of its security interests in the Collateral as herein provided.

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

1. **Release of Security Interest.** The Lender, without recourse, representation or warranty of any kind, hereby terminates the IP Security Agreement and re-assigns and releases, terminates and discharges all liens and security interests in the Grantor's right, title and interest in and to the Collateral, including the registrations and applications for registration of Patents and Trademarks set forth on Schedule I, together with all extensions and renewals of any of the foregoing.
2. **Recordation.** The Lender authorizes and requests that the Commissioner for Patents record this Termination and Release.

3. **Miscellaneous**. Sections 5, 6 and 7 of the IP Security Agreement are incorporated herein by reference, mutatis mutandis.

4. **Further Assurances**. The Lender agrees to take all reasonably necessary further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case, at the Grantor's expense, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.

By: Leah Zvalauskas
Name: Leah Zvalauskas
Title: Authorized Officer

**SCHEDULE 1 TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**

Patent Applications

Patent	Serial Number	Application Type	Country
System and Method for Monitoring Engagement	16/709,559	Non-Provisional	United States
System and Method for Monitoring Engagement	PCT/US19/65489	International	PCT

**SCHEDULE 2 TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks

Trademark	Registration Number	Registration Date	Country
TALK SPACE	86274885	12/8/2015	United States
UNLIMITED MESSAGING THERAPY	86825383	5/17/2016	United States
TALK SPACE & Design	1708583	3/10/2016	Canada
UNLIMITED MESSAGING THERAPY	014888887	4/26/2016	European Union
TALKSPACE	013595293	4/27/2015	European Union
TALKSPACE	5852545	05/20/2016	Japan

Trademark Applications

Trademark	Application Number	Filing Date	Country
TALKSPACE	1771847	6/3/2015	European Union
TALKSPACE	19722265	4/22/2016	China