CH \$40.00 533444(

ETAS ID: TM750930

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ANKURA TRUST COMPANY, LLC, AS COLLATERAL TRUSTEE		08/23/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CRICKET HEALTH, INC.
Street Address:	251 Kearny St., Floor 7
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5334446	CRICKET

CORRESPONDENCE DATA

Fax Number: 6505657100

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: 6505657022

Email: kceron@sidley.com

Correspondent Name: Karla Ceron

Address Line 1:1001 Page Mill Road, Building 1Address Line 4:Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	100085.30090
NAME OF SUBMITTER:	Karla Ceron
SIGNATURE:	/karla ceron/
DATE SIGNED:	08/24/2022

Total Attachments: 4

source=02 IP Release - Cricket Health (08.23.2022)#page1.tif source=02 IP Release - Cricket Health (08.23.2022)#page2.tif source=02 IP Release - Cricket Health (08.23.2022)#page3.tif

> TRADEMARK REEL: 007830 FRAME: 0916

900715941

source=02 IP Release - Cricket Health (08.23.2022)#page4.tif

RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Interest in Intellectual Property ("Release") is made as of August 23, 2022, ("Effective Date") by and between ANKURA TRUST COMPANY, LLC, as collateral agent for Lenders (in such capacity, "Collateral Trustee") and CRICKET HEALTH, INC., a Delaware corporation ("Grantor") with its principal place of business located at 251 Kearny St., Floor 7, San Francisco, CA 94108. Capitalized terms used but not otherwise defined herein have the meaning given to them in the IP Security Agreement (as defined below).

Recitals

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of October 8, 2020, among Grantor, K2 HealthVentures LLC, as administrative agent (the "Administrative Agent"), the lender from time to time party thereto (collectively "Lenders"), Collateral Trustee, as collateral agent for Lenders and certain other parties thereto (as the same may be amended, modified, supplemented, and/or restated from time to time, the "Loan Agreement"), Lenders agreed to make certain advances of money and to extend certain financial accommodations to Grantor and certain other parties in the amounts and manner set forth in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement, Grantor executed that certain Intellectual Property Security Agreement, dated as of October 8, 2020 (the "**IP Security Agreement**"), in favor of Collateral Trustee, whereby Grantor granted to Collateral Trustee a security interest in all of the Intellectual Property, including, without limitation such trademark listed on <u>Exhibit A</u> attached hereto, to secure the Obligations (as defined in the Loan Agreement);

WHEREAS, the IP Security Agreement was recorded with the trademark division of the U.S. Patent and Trademark Office on October 8, 2020 at Reel 7087 Frame 0268;

WHEREAS, the Administrative Agent, Collateral Trustee and Grantor are party to a Payoff Letter dated as of August 23, 2022, which set forth the amount necessary to pay all of the outstanding Obligations and other fees in connection with the payment in full and termination of the Loan Documents (the "**Payoff Amount**");

WHEREAS, upon having received confirmation from the Administrative Agent that it has received the Payoff Amount (such confirmation, the "**Payoff Confirmation**"), the Collateral Trustee acknowledges and agrees that Grantor has fulfilled and discharged its obligations regarding the Obligations; and

WHEREAS, Grantor has requested Collateral Trustee release its security interest in all right, title and interest in, to and under all of the Intellectual Property, and terminate the IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, Collateral Trustee hereby agrees as follows:

Agreement

- 1. Collateral Trustee hereby terminates the IP Security Agreement and absolutely, unconditionally and irrevocably releases, terminates, extinguishes and forever discharges, without representation, recourse or warranty whatsoever, all of its rights in, to and under, including its security interest in, and right of setoff against, the Intellectual Property, including, without limitation, such trademark listed on Exhibit A attached hereto, whether granted in connection with the Loan Agreement, the IP Security Agreement or any other agreement or document delivered in connection with the Loan Agreement or IP Security Agreement.
- 2. Collateral Trustee agrees, at Grantor's expense, to cooperate with Grantor and to provide Grantor with the information and additional authorization reasonably required or desirable to effect the release of Collateral Trustee's security interest in the released Intellectual Property described herein. Collateral Trustee hereby represents and warrants that, upon receipt of the Payoff Confirmation, it has full authority to execute and deliver this Release.
- 3. Collateral Trustee authorizes Grantor or Grantor's authorized representative or designee to record this Release with the United States Patent and Trademark Office and U.S. Copyright Office or any other governmental entities as evidence of such release and termination.

- 4. This Release shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.
- 5. This Release shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LEGAL 4895-6780-8813v.4

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties have executed this Release of Security Interest In Intellectual Property by their duly authorized signatories as of the Effective Date.

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor Fairfield, CT 06824 Attention: Beth Micena COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

Name: Beth Micena Title: Senior Director

Exhibit A - Trademarks

		REGISTRATION/	REGISTRATION/
		SERIAL	APPLICATION
OWNER	DESCRIPTION	NUMBER	DATE
Cricket Health, Inc.	CRICKET	5,334,446 /	11/14/2017 /
		87/406,736	4/11/2017

LEGAL 4895-6780-8813v.4

RECORDED: 08/24/2022