

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DIGITAL THERAPEUTICS, INC.		11/15/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VII (UK) LIMITED		
Street Address:	25 Old Burlington Street		
City:	London		
State/Country:	ENGLAND		
Postal Code:	W1S 3AN		
Entity Type:	Limited Liability Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6668798	ADDICTION CARE NAVIGATOR	
Registration Number:	6790628	QUIT GENIUS	
Registration Number:	6447170	QUIT GENIUS	
Registration Number:	6447167	QUIT GENIUS	
Serial Number:	97518004	PELAGO	
Serial Number:	97518006	PELAGO	
Serial Number:	97518013	PELAGO	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	8888295817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		

OP \$190.00 6668798

DATE SIGNED:	11/21/2022
---------------------	------------

Total Attachments: 5

source=IP filing#page1.tif

source=IP filing#page2.tif

source=IP filing#page3.tif

source=IP filing#page4.tif

source=IP filing#page5.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of November 15, 2022, by DIGITAL THERAPEUTICS, INC. (the “Grantor”), in favor of KREOS CAPITAL VII (UK) LIMITED, in its capacity as the Secured Party pursuant to the Security Agreement referred to below (in such capacity, the “Secured Party”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”; capitalized terms used herein but not otherwise defined shall have such meanings set forth in the Security Agreement) in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Secured Party a continuing security interest in all Collateral consisting of intellectual property, including trademarks, trademark registrations, trademark licenses, trade names, trade styles, and similar intangibles, (collectively, the “Trademark Collateral”) that is not (a) any intent to use application at the U.S. Patent and Trademark Office with respect to intellectual property to the extent an assignment for security purposes would void the same or (b) any other properties, assets or rights otherwise excluded from Collateral under the Loan Documents (collectively, (a) and (b) being referred to as “Excluded Property”); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make advances, the Grantor agrees, for the benefit of the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Party an encumbrance on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademark registrations and trademark applications of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with the Trademark Collateral; and
- (c) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 control unless the Secured Party shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, encumbrance and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

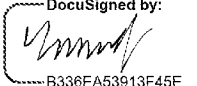
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

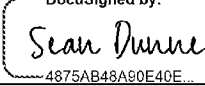
Very truly yours,

DIGITAL THERAPEUTICS, INC.

By:  _____
Name: Yusuf Sherwani
Title: President

Accepted and Agreed:

KREOS CAPITAL VII (UK) LIMITED,
as Secured Party

By:  _____
Name: Sean Dunne
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark registrations:

Debtor	Jurisdiction	Registration/ Serial Number	Title	Issue Date/ Filing Date
Digital Therapeutics, Inc.	United States of America	6668798	ADDICTION CARE NAVIGATOR	Mar-08-2022
Digital Therapeutics, Inc.	United States of America	6790628	QUIT GENIUS	Jul-12-2022
Digital Therapeutics, Inc.	United States of America	6447170	QUIT GENIUS	Aug-10-2021
Digital Therapeutics, Inc.	United States of America	6447167	QUIT GENIUS	Aug-10-2021

Trademark applications:

Debtor	Jurisdiction	Registration/ Serial Number	Title	Issue Date/ Filing Date
Digital Therapeutics, Inc.	United States of America	97/518004	PELAGO	Registration pending
Digital Therapeutics, Inc.	United States of America	97/518006	PELAGO	Registration pending
Digital Therapeutics, Inc.	United States of America	97/518013	PELAGO	Registration pending