

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOTAL CAPITAL FUND, LP		01/25/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PHYSIQ, INC.		
Street Address:	Suite 150		
Internal Address:	1415 W. Diehl Road		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87832211	CONTINUOUS PATIENT INSIGHT	
Serial Number:	87832192	ACCELERATEIQ	
Serial Number:	87832168	PINPOINTIQ	
Serial Number:	87832246	MULTIVARIATE CHANGE INDEX	
Serial Number:	86305530	PHYSIQ	
Serial Number:	86305514	PHYSIQ	
Serial Number:	86305488	PHYSIQ	
Serial Number:	86305352	PHYSIQ	
CORRESPONDENCE DATA			
Fax Number:	8668507498		
<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:	212-883-4909		
Email:	adivino@cozen.com		
Correspondent Name:	Amy Divino/Cozen O'Connor		
Address Line 1:	3 World Trade Center		
Address Line 2:	175 GREENWICH STREET, 55TH FLOOR		
Address Line 4:	New York, NEW YORK 10007		
ATTORNEY DOCKET NUMBER:	00565879		

OP \$215.00 87832211

NAME OF SUBMITTER:	Amy F. Divino
SIGNATURE:	/Amy F. Divino/
DATE SIGNED:	01/25/2023
Total Attachments: 7 source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page1.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page2.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page3.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page4.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page5.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page6.tif source=(Pivotal Capital - PhysIQ) Release of Intellectual Property Security Interest (1.2023).docx#page7.tif	

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of January 25, 2023, and granted by **PIVOTAL CAPITAL FUND, LP** (the “**Lender**”), a Delaware limited partnership, in favor of **PHYSIQ, INC.**, a Delaware corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to the Loan and Security Agreement dated as of October 31, 2018 (the “**Loan Agreement**”) by and among the Grantor, the Lender and Venture Gain L.L.C., an Illinois limited liability company, the Grantor executed and delivered to the Lender that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT by and between Grantor and Lender dated as of October 31, 2018 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, Grantor pledged and granted to the Lender for the ratable benefit of the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 047374, Frame 0380 (Patents) on October 31, 2018, and at Reel 6471, Frame 0748 (Trademarks) on October 31, 2018; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the IP Security Agreement. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

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

1. Release of Security Interest. Lender, on behalf of itself, its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all Patents, including, without limitation, all of those referred to in Schedule 1 hereto;

(ii) all Trademarks, including, without limitation, all of those referred to in Schedule 2 hereto;

(iii) all Copyrights, including, without limitation, all of those referred to in Schedule 3 hereto;

(iv) all trade secrets and trade secret rights, including, without limitation, any rights to unpatented inventions, know-how, and operating manuals;

(v) all source code;

(vi) all design rights;

(vii) all licenses and license rights with respect to any or all of the foregoing;

(viii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, any or all of the foregoing; and

(ix) all income, products and proceeds of each of the foregoing, including, without limitation, all royalties and all claims by the Grantor against third parties for past, present or future (A) infringement, misappropriation, breach or dilution of any Copyright, Patent or Trademark, and (B) injury to any goodwill associated with any Copyright, Patent or Trademark, with the right, but not the obligation to sue for and collect, or otherwise recover damages.

2. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

3. Delivery By Electronic Means. A signed copy of this Release delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

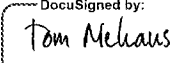
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PIVOTAL CAPITAL FUND, LP

By: Pivotal GP Partners, LLC

Its: General Partner

By: 
C86D962F03CC442...

Name: Thomas E. Niehaus

Title: Manager

Address for Notices:
2882 Sand Hill Road, Suite 100
Menlo Park, CA 94025

SCHEDULE 1**PATENTS AND PATENTS APPLICATIONS**

Description	Patent/App. No.	File Date	Country
Non-parametric modeling apparatus and method for classification, especially of activity state	7818131/11455495	6/19/2006	US
Residual-based monitoring of human health	8795170/11564679	11/29/2006	US
Residual-based monitoring of human health	A2006800518616	11/29/2006	China
Residual-based monitoring of human health	1954184/6838556	11/29/2006	EU
Residual-based monitoring of human health	2631870	11/29/2006	Canada
Residual-based monitoring of human health	2006325153/2006325153	11/29/2006	Australia
Residual-based monitoring of human health	102908130/2012102720525	11/29/2006	China
Analysis of transcriptomic data using similarity based modeling	8515680/12835226	7/13/2010	US
Non-parametric modeling apparatus and method for classification, especially of activity state	8478542/12898883	10/6/2010	US
Multivariate residual-based health index for human health monitoring	8620591/12984400	1/4/2011	US
Multivariate residual-based health index for human health monitoring	2523625/11733194	1/4/2011	EU
Multivariate residual-based health index for human health monitoring	2787170/2787170	1/4/2011	Canada
Multivariate residual-based health index for human health monitoring	102917661/2011800137865	1/4/2011	China
Residual-based monitoring of human health	8597185/13017239	1/31/2011	US
Multivariate Residual-Based Health Index for Human Health Monitoring	14/074,586	11/7/2013	US
Residual-based monitoring of human health	9743888/14310867	6/20/2014	US
System and Method for Priority-Based Management of Patient Health for a Patient Population	14/400,741	11/7/2014	US
WEARABLE WIRELESS MULTISENSOR HEALTH MONITOR WITH HEAD PHOTOPLETHYSMOGRAPH	15/186,296	6/17/2016	US

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REEL: 007952 FRAME: 0365

WEARABLE WIRELESS MULTISENSOR HEALTH MONITOR WITH HEAD PHOTOPLETHYSMOGRAPH	15/635,275	6/28/2016	US
Residual-based monitoring of human health	15/658,732	7/25/2017	US
Multivariate Residual-Based Health Index for Human Health Monitoring	2017239519	10/4/2017	Australia
Residual-Based Monitoring of Human Health	2018200093	1/5/2018	Australia
Multivariate Residual-Based Health Index for Human Health Monitoring	2998940	3/22/2018	Canada

SCHEDULE 2**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Description</u>	<u>Appl. No. /Reg. No.</u>	<u>File Date</u>
CONTINUOUS PATENT INSIGHT	87832211	3/13/18
ACCELERATEIQ	87832192/6075458	3/13/18
PINPOINTIQ	87832168	3/13/18
MULTIVARIATE CHANGE INDEX	87832246/6279263	3/13/18
PHYSIQ	86305530/5301824	6/10/14
PHYSIQ	86305514/5301823	6/10/14
PHYSIQ	86305488/5301822	6/10/14
PHYSIQ	86305352/5271523	6/10/14

SCHEDULE 3
COPYRIGHTS AND COPYRIGHT APPLICATIONS

<u>Description</u>	<u>Registration Number</u>	<u>Registration</u>
<u>Date</u>		

None.