

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HIGHERME, INC.		02/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Prides Crossing Capital II, L.P.		
Street Address:	701 Edgewater Drive, Suite 130		
City:	Wakefield		
State/Country:	MASSACHUSETTS		
Postal Code:	01880		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6426574	HIGHERME	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 S. Division Street, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	03/01/2023		
Total Attachments: 6			
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OP \$40.00 6426574

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”), dated as of February 28, 2023, is made by HIGHERME, INC., a Delaware corporation (the “*Debtor*”), in favor of PRIDES CROSSING CAPITAL II, L.P., a Delaware limited partnership (the “*Lender*”).

Background Information

As a condition precedent to the making of advances by the Lender under the Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “*Note Agreement*”) among, Debtor, HigherMe Holdings, Inc., a Delaware corporation, and the Lender, the Debtor has granted to the Lender a security interest in, among other property, certain intellectual property of the Debtor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Note Agreement.

Provisions

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

1. **Grant of Security.** The Debtor hereby grants to the Lender for the benefit of the Lender a security interest in and to all of the right, title and interest of the Debtor in, to and under the Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “*IP Collateral*”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “*Patents*”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “*Trademarks*”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Debtor set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “*Copyrights*”);

(d) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation.** The Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Lender.

3. **New Collateral.** If, before the Obligations shall have been paid in full in cash and the Note Agreement terminated, the Debtor shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof and the Debtor shall give the Lender written notice thereof. The Debtor hereby authorizes the Lender to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at the Lender's request, the Debtor shall execute any documents or instruments required by the Lender in order to modify this Agreement as provided by this Section 3.

4. **Loan Documents.** This Agreement has been entered into pursuant to and in conjunction with the Note Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Note Agreement shall supersede and control over any conflicting or inconsistent provision herein. The Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Intellectual Property, the IP Collateral, and the Lender's security interests therein are as more fully set forth in the Note Agreement and the other Ancillary Agreements, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Execution in Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. **Successors and Assigns.** This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

7. **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating

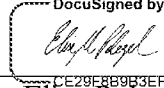
to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

[Signature Pages Follow]

DEBTOR:

HIGHERME, INC.

DocuSigned by:



By: _____

Name: Elise Polezel

Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007988 FRAME: 0118

Accepted and Agreed:

LENDER:

PRIDES CROSSING CAPITAL II, L.P.,
a Delaware limited partnership

By: Prides Crossing Capital II GP, LLC,
its General Partner

By: 
Name: Karen Liesching
Title: Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULES

Schedule 1 – Patent Registrations and Applications and Licenses:

- None

Schedule 2 – Trademark Registrations and Applications:

	Registration No.	Serial No.	Reg. Date	Application Date	Mark	Drawing (if applicable)
1.	6426574	90283629	July 20, 2021	October 28, 2020	HIGHERME	

Trademark Licenses:

- None

Schedule 3 – Copyright Registrations and Applications and Licenses:

- None