

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6037684

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
THYNC GLOBAL, INC.	03/25/2020

RECEIVING PARTY DATA

Name:	NOOSPHERE VENTURE PARTNERS LP
Street Address:	1906 EL CAMINO REAL, SUITE 201
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94027

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	10258788
Patent Number:	10293161
Patent Number:	10426945
Patent Number:	10485972
Patent Number:	10537703
Patent Number:	8903494
Patent Number:	9002458
Patent Number:	9014811
Patent Number:	9233244
Patent Number:	9333334
Patent Number:	9393401
Patent Number:	9393430
Patent Number:	9399126
Patent Number:	9440070
Patent Number:	9474891
Patent Number:	9517351
Patent Number:	9956405
Patent Number:	9968780
Patent Number:	D785186
Patent Number:	D787686

PATENT

Property Type	Number
Application Number:	14576588
Application Number:	14634664
Application Number:	14769727
Application Number:	15169445
Application Number:	15264224
Application Number:	15265633
Application Number:	15967576
Application Number:	15983885
Application Number:	16393590
Application Number:	16417625

CORRESPONDENCE DATA

Fax Number: (858)638-5130

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: 619-699-2700

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 401 B STREET, SUITE 1700

Address Line 4: SAN DIEGO, CALIFORNIA 92101

NAME OF SUBMITTER: MATT SCHWARTZ

SIGNATURE: /s/ Matt Schwartz

DATE SIGNED: 03/30/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 25, 2020, is entered into by and between Thync Global, Inc., a Delaware corporation (“**Grantor**”), and Noosphere Venture Partners LP, a Delaware limited partnership (“**Secured Party**”).

RECITALS

WHEREAS, Secured Party may extend loans to Grantor pursuant to the terms of the Secured Convertible Promissory Note, dated as of the date hereof, issued by Grantor to the order of Secured Party (the “**Note**”; capitalized terms used herein without definition have the meanings assigned to them in the Note); and

WHEREAS, Grantor’s obligations under the Note are to be secured by a security interest in Grantor’s assets, including all of Grantor’s intellectual property as set forth below;

NOW, THEREFORE, IT IS AGREED THAT:

1. **Grant of Security Interest.** To secure the timely payment and performance of the Secured Obligations under the Note, Grantor grants and pledges to Secured Party a security interest in and lien on all of Grantor’s right, title and interest in, to and under its intellectual property (collectively, the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in **Exhibit A** attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the “**Registered Copyrights**”), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the “**Unregistered Copyrights**”), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the “**Copyrights**”;

(c) All present and future license agreements with respect to the Copyrights;

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;

- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the “**Patents**”);
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including, without limitation, those set forth on **Exhibit C** attached hereto (collectively, the “**Trademarks**”);
- (j) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those set forth on **Exhibit D** attached hereto (collectively, the “**Mask Works**”);
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) All licenses or other rights to use any of the Copyrights, Patents, Trademarks or Mask Works and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

3. Supplements. Grantor authorizes Secured Party (a) to amend this Agreement unilaterally by supplementing the Exhibits to add any Intellectual Property Collateral that Grantor obtains after the date of this Agreement, and (b) to file a duplicate original of this Agreement containing amended Exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Note. The provisions of the Note shall supersede and control over any conflicting or inconsistent provision of this Agreement. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Note and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns as described in Section 7(a) of the Note.

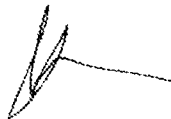
6. **Governing Law.** This Agreement and all actions arising out of or in connection with this Note shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California, or of any other state.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. If any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

THYNC GLOBAL, INC.



By: _____

Name: Isy Goldwasser

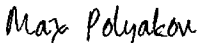
Title: President and Chief Executive Officer

Address: 140 W. Main Street, 2nd Floor
Los Gatos, CA 95032

NOOSPHERE VENTURE PARTNERS LP

By: Noosphere Investment Advisors, LLC

Its: General Partner

DocuSigned by:


By: _____

Name: Maxym Polyakov

Title: Managing Member

Address: 1906 El Camino Real, Suite 201
Menlo Park, CA 94027

EXHIBIT A

Copyrights

None

EXHIBIT BPatents

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Electrodes having surface exclusions	10258788	4/16/2019
Apparatuses and methods for transdermal electrical stimulation of nerves to modify or induce a cognitive state	10293161	5/21/2019
Methods and apparatuses for transdermal stimulation of the outer ear	10426945	10/1/2019
Apparatuses and methods for neuromodulation	10485972	11/26/2019
Systems and methods for transdermal electrical stimulation to improve sleep	10537703	1/21/2020
Wearable transdermal electrical stimulation devices and methods of using them	8903494	12/2/2014
Transdermal electrical stimulation devices for modifying or inducing cognitive state	9002458	4/7/2015
Transdermal electrical stimulation methods for modifying or inducing cognitive state	9014811	4/21/2015
Transdermal electrical stimulation devices for modifying or inducing cognitive state	9233244	1/12/2016
Methods for attaching and wearing a neurostimulator	9333334	5/10/2016
Wearable transdermal neurostimulator having cantilevered attachment	9393401	7/19/2016
Methods and apparatuses for control of a wearable transdermal neurostimulator to apply ensemble waveforms	9393430	7/19/2016
Methods for user control of neurostimulation to modify a cognitive state	9399126	7/26/2016
Wearable transdermal electrical stimulation devices and methods of using them	9440070	9/13/2016
Transdermal neurostimulator adapted to reduce capacitive build-up	9474891	10/25/2016
Methods and apparatuses for amplitude-modulated ensemble waveforms for neurostimulation	9517351	12/13/2016
Transdermal electrical stimulation at neck to reduce neurostimulation	9956405	5/12/2018
Methods for user control of neurostimulation to modify a cognitive state	9968780	5/15/2018
Electrode assembly for transdermal and transcranial stimulation	D785186	4/25/2017

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Electrode assembly for wearable transdermal and transcranial neurostimulator	D787686	5/23/2017

Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Device and methods for noninvasive neuromodulation using targeted transcranial electrical stimulation	14576588	12/19/2014
Cantilever electrodes for transdermal and transcranial stimulation	14634664	2/27/2015
Methods and apparatuses for networking neuromodulation of a group of individuals	14769727	8/21/2015
Methods and apparatuses for transdermal electrical stimulation	15169445	5/31/2016
Apparatuses and methods for neuromodulation	15264224	9/13/2016
Apparatuses and methods for auto-replenishment of electrodes for transdermal electrical stimulation	15265633	9/14/2016
Transdermal electrical stimulation at the neck	15967576	4/30/2018
Systems and methods for applying electrical energy to treat psoriasis	15983885	5/18/2018
Streamlined and pre-set neuromodulators	16393590	4/24/2019
Apparatuses and methods for transdermal electrical stimulation of nerves to modify or induce a cognitive state	16417625	5/20/2019

EXHIBIT C

Trademarks

<u>Mark Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
FEEL THE STIM	88434183	5/16/2019
USE YOUR HEAD	88317235	2/26/2019
THYNC	87874404	4/12/2018
THYNC	87387516	3/27/2017

EXHIBIT D

Mask Works

None