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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6788999

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE OF PATENT SECURITY INTEREST RECORDED AT R/F 055601/0983 |

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| JPMORGAN CHASE BANK, N.A. | 06/29/2021 |

RECEIVING PARTY DATA

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|------------------------|-------------------------------|
| Name: | GROOP INTERNET PLATFORM, INC. |
| Street Address: | 33 WEST 60TH STREET 8TH FLOOR |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10023 |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|----------------------------|-----------|
| Application Number: | 16709559 |
| PCT Number: | US1965489 |

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 3128767700

Email: thomas.buettner@lw.com

Correspondent Name: THOMAS J. BUETTNER

Address Line 1: LATHAM & WATKINS LLP

Address Line 2: 330 NORTH WABASH AVENUE, SUITE 2800

Address Line 4: CHICAGO, ILLINOIS 60611

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| ATTORNEY DOCKET NUMBER: | 067728-0002 |
| NAME OF SUBMITTER: | THOMAS J. BUETTNER |
| SIGNATURE: | /tjb/ |
| DATE SIGNED: | 06/29/2021 |

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “**Termination and Release**”) is granted as of June 29, 2021 by **JPMorgan Chase Bank, N.A.** (the “**Lender**”) in favor of **Groop Internet Platform, Inc.**, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, pursuant to the Credit and Security Agreement dated as of March 15, 2021, (as amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time, the “**Credit and Security Agreement**”), among the Grantor, the other Loan Parties (as defined in the Credit and Security Agreement) and the Lender, Grantor granted to the Lender a security interest in the Collateral (as defined in the Intellectual Property Security Agreement referred to below);

WHEREAS, in connection with the Credit and Security Agreement, the Grantor executed and delivered to the Lender that certain Intellectual Property Security Agreement dated as of March 15, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) whereby Grantor granted Lender a security interest in (i) certain Trademarks (as defined in the IP Security Agreement) listed hereto in Schedule 1, which was recorded with the United States Patent and Trademark Office (“**USPTO**”) on March 16, 2021, at Reel 7221, Frame 0920, and (ii) certain Patents (as defined in the IP Security Agreement) listed hereto in Schedule 2, which was recorded with the USPTO on March 16, 2021, at Reel 055601, Frame 0983;

WHEREAS, the Grantor has requested that the Lender terminate, release and discharge fully its security interests in and liens on all right, title and interest of the Grantor in, to and under all of the Collateral, including the Patents and Trademarks (as defined in the IP Security Agreement) set forth in Schedule 1 and Schedule 2 hereto respectively; and

WHEREAS, the Grantor has requested that the Lender provide a document suitable for recording in the USPTO to evidence the release of its security interests in the Collateral as herein provided.

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

1. **Release of Security Interest.** The Lender, without recourse, representation or warranty of any kind, hereby terminates the IP Security Agreement and re-assigns and releases, terminates and discharges all liens and security interests in the Grantor's right, title and interest in and to the Collateral, including the registrations and applications for registration of Patents and Trademarks set forth on Schedule I, together with all extensions and renewals of any of the foregoing.
2. **Recordation.** The Lender authorizes and requests that the Commissioner for Patents record this Termination and Release.

3. **Miscellaneous.** Sections 5, 6 and 7 of the IP Security Agreement are incorporated herein by reference, mutatis mutandis.

4. **Further Assurances.** The Lender agrees to take all reasonably necessary further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, in each case, at the Grantor's expense, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Termination and Release.

[Signature page follows]

**SCHEDULE 1 TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS**

Patent Applications

| Patent | Serial Number | Application Type | Country |
|---|----------------------|-------------------------|----------------|
| System and Method for Monitoring Engagement | 16/709,559 | Non-Provisional | United States |
| System and Method for Monitoring Engagement | PCT/US19/65489 | International | PCT |

**SCHEDULE 2 TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Registered Trademarks

| Trademark | Registration Number | Registration Date | Country |
|-----------------------------|----------------------------|--------------------------|----------------|
| TALK SPACE | 86274885 | 12/8/2015 | United States |
| UNLIMITED MESSAGING THERAPY | 86825383 | 5/17/2016 | United States |
| TALK SPACE & Design | 1708583 | 3/10/2016 | Canada |
| UNLIMITED MESSAGING THERAPY | 014888887 | 4/26/2016 | European Union |
| TALKSPACE | 013595293 | 4/27/2015 | European Union |
| TALKSPACE | 5852545 | 05/20/2016 | Japan |

Trademark Applications

| Trademark | Application Number | Filing Date | Country |
|------------------|---------------------------|--------------------|----------------|
| TALKSPACE | 1771847 | 6/3/2015 | European Union |
| TALKSPACE | 19722265 | 4/22/2016 | China |