PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST AT 55851/0453 AND 58788/0255

CONVEYING PARTY DATA

Name	Execution Date
KKR LOAN ADMINISTRATION SERVICES LLC	11/08/2023

RECEIVING PARTY DATA

Name:	VIRGIN PULSE, INC.	
Street Address:	73 FOUNTAIN STREET	
City:	PROVIDENCE	
State/Country:	RHODE ISLAND	
Postal Code:	02902	

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	8027822
Patent Number:	8321192
Patent Number:	8346524

CORRESPONDENCE DATA

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	22275-118	
NAME OF SUBMITTER:	CARRIE ROSENBURG	
SIGNATURE:	/Carrie Rosenburg/	
DATE SIGNED:	11/08/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

Total Attachments: 3

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PATENT REEL: 065524 FRAME: 0216

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> PATENT REEL: 065524 FRAME: 0217

TERMINATION AND RELEASE OF FIRST LIEN SECURITY INTEREST IN PATENTS

This Termination and Release of First Lien Security Interest in Patents ("Release") is made as of November 8, 2023, by KKR LOAN ADMINISTRATION SERVICES LLC, a Delaware limited liability company, in its capacity as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of VIRGIN PULSE, INC., a Delaware corporation with an address at 73 Fountain Street, Providence, Rhode Island 02902 (the "Pledgor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Patent Security Agreement, whether defined directly therein or by reference to another agreement.

WITNESSETH:

WHEREAS, the Pledgor and the Collateral Agent are party to a First Lien Security Agreement, dated as of April 6, 2021 (as may have been amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgor and the Collateral Agent entered into that certain First Lien Patent Security Agreement dated as of April 6, 2021 (the "Patent Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on April 7, 2021 at Reel 055851, Frame 0453 (a corrective assignment for which was recorded on November 3, 2021 at Reel 058788, Frame 0255);

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, the Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a first priority Lien (subject to Permitted Liens and the terms of the First Lien/Second Lien Intercreditor Agreement) on and security interest in (the "Security Interest") all of its right, title and interest in, to and under the Patent Collateral, including without limitation the Patents listed in Schedule A; and

WHEREAS, the Collateral Agent has agreed to terminate and release the Security Interest in all such Patent Collateral as herein provided.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for itself and on behalf of the Secured Parties, hereby (i) terminates the Patent Security Agreement, (ii) releases, terminates and discharges any and all of its Security Interest in the Patent Collateral, and (iii) re-assigns, transfers and conveys to the Pledgor any right, title or interest it may have in the Patent Collateral.

The Pledgor, and any successor to the Pledgor (including any person or entity hereafter holding any right, title or interest in, to or under the Patent Collateral) is hereby authorized to record this Release with the USPTO at the Pledgor's sole cost and expense.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed as of the day and year first written above.

KKR LOAN ADMINISTRATION SERVICES LLC,

as Collateral Agent

, E

Bohn Knox

Name: John Knox

Title: CFO

Schedule A

Patents

	Patent #:	8027822	Issue Dt: 09/27/2011	Application #: 11156938	Filing Dt: 06/20/2005
1	Publication #:	<u>US20060287883</u>	Pub Dt: 12/21/2006		
	Title:	INTERACTIVE, I SYSTEM	NTERNET SUPPORTED	HEALTH AND FITNESS	MANAGEMENT
	Patent #:	8321192	Issue Dt: 11/27/2012	Application #: 12553197	Filing Dt: 09/03/2009
2			Pub Dt: 09/09/2010		
	Title:	COMPUTER MET FITNESS WITH M	THOD AND SYSTEM FO MULTIPLE SPONSORS	OR PROMOTING HEALTH	I, WELLNESS, AND
	Patent #:	8346524	Issue Dt: 01/01/2013	Application #: 13215769	Filing Dt: 08/23/2011
3	Publication #:	<u>US20110307311</u>	Pub Dt: 12/15/2011		
	Title:	INTERACTIVE, I SYSTEM	NTERNET SUPPORTED	HEALTH AND FITNESS	MANAGEMENT

AMERICAS 125488014

RECORDED: 11/08/2023

PATENT REEL: 065524 FRAME: 0220