# 504137727 12/20/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4194014

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
LUMIRADX UK LTD	12/01/2016

## **RECEIVING PARTY DATA**

Name:	FITLINXX, INC.
Street Address:	3 ENTERPRISE DRIVE
Internal Address:	SUITE 401
City:	SHELTON
State/Country:	CONNECTICUT
Postal Code:	06484

## **PROPERTY NUMBERS Total: 30**

Property Type	Number
Application Number:	60180915
Patent Number:	7187924
Patent Number:	7466979
Patent Number:	7937121
Patent Number:	8150424
Patent Number:	8606338
Application Number:	14062242
Patent Number:	6336365
Application Number:	60795763
Application Number:	60813846
Application Number:	13480169
Application Number:	14333601
Application Number:	11799033
Application Number:	61566528
Application Number:	13690313
Application Number:	13840098
Application Number:	14184042
Application Number:	14491441
Application Number:	14757584

PATENT REEL: 041038 FRAME: 0102

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Property Type	Number
Application Number:	61602819
Application Number:	14380701
Patent Number:	8214007
Patent Number:	8630699
Patent Number:	8750974
Patent Number:	8965492
Patent Number:	9155484
Application Number:	14880413
Application Number:	14880366
Application Number:	14270971
PCT Number:	US1456532

## **CORRESPONDENCE DATA**

**Fax Number:** (781)622-5933

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:** 781-622-5930

**Email:** patentadmin@mbbp.com **Correspondent Name:** SEAN D. DETWEILER, ESQ.

Address Line 1: MORSE, BARNES-BROWN & PENDLETON, P.C. Address Line 2: CITYPOINT, 230 THIRD AVENUE, 4TH FLOOR

Address Line 4: WALTHAM, MASSACHUSETTS 02451

ATTORNEY DOCKET NUMBER:	3584.20905
NAME OF SUBMITTER:	SEAN D. DETWEILER
SIGNATURE:	/Sean D. Detweiler/
DATE SIGNED:	12/20/2016

## **Total Attachments: 5**

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### EXHIBIT 4(b)(i)

**NOTICE** 

OF

#### GRANT OF SECURITY INTEREST

IN

#### **PATENTS**

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, modified, extended or supplemented from time to time, the "Security Agreement") by and among LumiraDx UK Ltd. (the "Grantor") and FitLinxx, Inc., as Secured Party, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the patents, patent licenses and patent applications set forth on Schedule 1 attached hereto to the Secured Party.

The undersigned Grantor and the Secured Party, hereby acknowledge and agree that the security interest in the patents, patent licenses and patent applications set forth on <u>Schedule 1</u> attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent, patent license or patent application.

Very truly yours,

LUMIRADX UK LTD

By: Name: DAVED SCOTT

Title: DRAGGOR

Acknowledged and Accepted:

FITLINXX, INC., as Secured Party

By: Dalf Mater Name: Pavid P. Monahan

Title: Co i Prasident

#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of Pecenter 1, 2016 (as amended, modified, restated or supplemented from time to time, the "Security Agreement") is by and between LumiraDx UK Ltd, a company incorporated in England, company number 09206123 (the "Grantor") and FitLinxx, Inc., as Secured Party (as defined below).

#### WITNESSETH

WHEREAS, a note has been issued by LumiraDx Group Limited (formally Lumira Holdings Limited) a company incorporated in England, company number 09198288, whose registered office is at 3 More London Riverside, London, SE1 2AQ (the "Borrower"), of which the Grantor is a wholly-owned subsidiary as of the date hereof, in favor of the Secured Party, (as amended, restated, amended and restated, modified, supplemented or extended from time to time, the "Note");

WHEREAS, in accordance with an Assignment, Assumption and Amendment Agreement (the "Agreement") dated 28 September 2016 the Borrower assigned all of its rights, title and interest in the Note to the Grantor, and the Grantor has agreed to assume and perform and be bound by all of the obligations with respect to the Note (except for the accrued interest up to the date of the Agreement);

WHEREAS, the Grantor has agreed to grant a security interests in the Patents (as defined below) and has undertaken the obligations contemplated by this Security Agreement; and

**NOW, THEREFORE**, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## 1. Definitions.

(a) As used herein, the following terms shall have the meanings set forth below:

"Acquired Asset" has the meaning set forth in the Purchase Agreement.

"Action" means any suit, litigation, hearing, examination, inquiry, investigation, audit, arbitration, cause of action, claim, complaint, criminal prosecution, governmental or other administrative proceeding, whether at law or at equity, before or by any Court or Governmental Authority, arbitrator or other tribunal.

"Borrower" has the meaning provided in the preamble hereto.

"Collateral" has the meaning provided in Section 2 hereof.

"Court" means any court or arbitration tribunal of the United States, any domestic state and any political subdivision of any of the foregoing.

## SCHEDULE 1

# **PATENTS**

Country	Patent No./ App No.	Title	Filing Date	Issue Date	
U.S.	60/180,915	Intelligent Data network with power management capabilities	2/8/2000	N/A	
U.S.	7,187,924	Intelligent Data network with power management capabilities	2/8/2001	3/6/2007	
U.S.	7,466,979	Intelligent Data network with power management capabilities	4/11/2006	12/16/2008	
U.S.	7,937,121	Intelligent Data network with power management capabilities	12/5/2008	5/3/2011	
U.S.	8,150,424	Intelligent Data network with power management capabilities	4/11/2011	4/3/2012	
U.S.	8,606,338	Intelligent Data network with power management capabilities	1/17/2012	12/10/2013	
U.S.	14/062,242	Intelligent Data network with power management capabilities	10/24/2013	N/A	
U.S.	6,336,365	Low-cost accelerometer	8/24/1999	1/8/2002	
U.S.	60/795,763	Intelligent Device and Data Network	4/28/2006	N/A	
U.S.	60/813,846	Intelligent Device and Data Network	6/15/2006	N/A	
U.S.	13/480,169	Intelligent Device and Data Network	5/24/2012	N/A	
U.S.	14/333,601	Intelligent Device and Data Network	7/17/2014	N/A	
U.S.	11/799,033	Intelligent Device and Data Network	4/30/2017	N/A	

Country	Patent No./	Title	Filing	Issue Date	
	App No.		Date		
U.S.	61/566,528	Intelligent Activity Monitoring	12/2/2011	N/A	
U.S.	13/690,313	Intelligent Activity Monitor	11/30/2012	N/A	
U.S.	13/840,098	Versatile Sensors with Data Fusion Functionality	3/15/2013	N/A	
U.S.	14/184,042	Versatile Sensors with Data Fusion Functionality	2/19/2014	N/A	
U.S.	14/491,441	Health Monitor	9/19/2014	N/A	
U.S.	14/757,584	Health Monitor	12/23/15	N/A	
U.S.	61/602,819	Intermediate Audio Link and Apparatus for Device-to-Device Communications	2/24/2012	N/A	
U.S.	14/380,701	Intermediate Audio Link and Apparatus for Device-to-Device Communications	8/22/2014	N/A	
U.S.	8,214,007	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	11/1/2006	7/3/2012	
U.S.	8,630,699	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	6/5/2012	1/14/2014	
U.S.	8,750,974	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	12/11/2013	6/10/2014	
U.S.	8,965,492	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	5/2/2014	2/24/2015	
U.S.	9,155,484	Body Worn Physiological Sensor Device Having a Disposable Electrode	1/13/2015	10/15/2015	

Country	Patent No./ App No.	Title	Filing Date	Issue Date	
		Module			
U.S.	14/880,413	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	10/12/2015	N/A	
U.S.	14/880,366	Body Worn Physiological Sensor Device Having a Disposable Electrode Module	10/12/2015	N/A	
U.S.	14/270,971	Clip for Securing a Wearable Item	5/6/2014	N/A	
Europe	14769534.0	Versatile Sensor with Data Fusion Functionality	3/15/2013	N/A	
PCT	PCT/US14/56 532	Versatile Sensor with Data Fusion Functionality	9/19/2014	N/A	

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**RECORDED: 12/20/2016**