

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811979

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|-----------------------------------|---|-------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | First Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| LifeScan IP Holdings, LLC | | 05/19/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BANK OF AMERICA, N.A. | | |
| Street Address: | 101 N. Tryon Street | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28255-0001 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 37 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6164771 | BLOOD SUGAR MENTOR | |
| Registration Number: | 6158895 | BLOOD SUGAR MENTOR | |
| Registration Number: | 5210706 | COLORSURE | |
| Registration Number: | 5371118 | COLORSURE | |
| Registration Number: | 6086374 | | |
| Registration Number: | 3948644 | DELICA | |
| Registration Number: | 4088336 | DOUBLESURE | |
| Registration Number: | 5210704 | EVERY TOUCH IS A STEP FORWARD | |
| Registration Number: | 2768394 | FINEPOINT | |
| Registration Number: | 1384863 | LIFESCAN | |
| Registration Number: | 5008235 | LIFESCAN | |
| Registration Number: | 6479191 | O | |
| Registration Number: | 5471546 | O | |
| Registration Number: | 2710143 | ONE TOUCH | |
| Registration Number: | 1484999 | ONE TOUCH | |
| Registration Number: | 2631514 | ONE TOUCH | |
| Registration Number: | 3039103 | ONETOUCH | |
| Registration Number: | 2863393 | ONETOUCH | |
| Registration Number: | 5430958 | ONETOUCH | |

OP \$940.00 6164771

| Property Type | Number | Word Mark |
|----------------------|---------|------------------------|
| Registration Number: | 3522480 | ONETOUCH AST |
| Registration Number: | 6352494 | ONETOUCH REVEAL |
| Registration Number: | 3651557 | ONETOUCH SELECT |
| Registration Number: | 2538658 | ONE TOUCH ULTRA |
| Registration Number: | 3491332 | ONETOUCH ULTRA |
| Registration Number: | 4112124 | ONETOUCH VERIO |
| Registration Number: | 4999116 | ONETOUCH VERIO FLEX |
| Registration Number: | 5978726 | ONETOUCH VERIO REFLECT |
| Registration Number: | 4471177 | ONETOUCH VERIOSYNC |
| Registration Number: | 3369865 | ONETOUCH ZOOM |
| Registration Number: | 3065128 | SNAPSHOT |
| Registration Number: | 3190621 | |
| Registration Number: | 2704163 | SURESTEPFLEXX |
| Registration Number: | 3642309 | ULTRA |
| Registration Number: | 2730625 | ULTRACLEAR |
| Registration Number: | 3442347 | ULTRAMINI |
| Registration Number: | 2730626 | ULTRASMART |
| Registration Number: | 2538364 | ULTRASOFT |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: stephen.grove@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Sophie Bolt |
| SIGNATURE: | /Sophie Bolt/ |
| DATE SIGNED: | 05/22/2023 |

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LifeScan IP Holdings, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Limited Liability Company

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 19, 2023

- Assignment Merger
 Security Agreement Change of Name
 Other FIRST LIEN TRADEMARK SECURITY AGREEMENT

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BANK OF AMERICA, N.A.

Street Address: 101 N. Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Schedule 1

B. Trademark Registration No.(s)
See Schedule 1

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 08061.1534

Email Address: SBolt@cahill.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Sophie Bolt

Signature

May 19, 2023

Date

Sophie Bolt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 008079 FRAME: 0585

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2023, made by the undersigned grantor (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of May 19, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Marks of the Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks (other than Excluded Collateral);
and
- (c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

As security for the Non-Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Non-Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of the Grantor or in which the Grantor has any rights.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the

event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

LIFESCAN IP HOLDINGS, LLC

By: 
Name: Mary Ann Sigler
Title: President and Treasurer MAS

Accepted and Agreed to:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Angela Berry
Title: Assistant Vice President

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------|----------------------------|---------------------------------|
| LIFESCAN IP HOLDINGS, LLC | 6164771 | BLOOD SUGAR MENTOR |
| LIFESCAN IP HOLDINGS, LLC | 6158895 | BLOOD SUGAR MENTOR (and Design) |
| LIFESCAN IP HOLDINGS, LLC | 5210706 | COLORSURE |
| LIFESCAN IP HOLDINGS, LLC | 5371118 | COLORSURE logo |
| LIFESCAN IP HOLDINGS, LLC | 6086374 | DANDELION Design |
| LIFESCAN IP HOLDINGS, LLC | 3948644 | DELICA |
| LIFESCAN IP HOLDINGS, LLC | 4088336 | DOUBLESURE |
| LIFESCAN IP HOLDINGS, LLC | 5210704 | EVERY TOUCH IS A STEP FORWARD |
| LIFESCAN IP HOLDINGS, LLC | 2768394 | FINEPOINT |
| LIFESCAN IP HOLDINGS, LLC | 1384863 | LIFESCAN |
| LIFESCAN IP HOLDINGS, LLC | 5008235 | LIFESCAN |
| LIFESCAN IP HOLDINGS, LLC | 6479191 | O Logo |
| LIFESCAN IP HOLDINGS, LLC | 5471546 | O Logo |
| LIFESCAN IP HOLDINGS, LLC | 2710143 | ONE TOUCH |
| LIFESCAN IP HOLDINGS, LLC | 1484999 | ONE TOUCH |
| LIFESCAN IP HOLDINGS, LLC | 2631514 | ONE TOUCH |
| LIFESCAN IP HOLDINGS, LLC | 3039103 | ONETOUCH |

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---------------------------|----------------------------|------------------------|
| LIFESCAN IP HOLDINGS, LLC | 2863393 | ONETOUCH |
| LIFESCAN IP HOLDINGS, LLC | 5430958 | ONETOUCH |
| LIFESCAN IP HOLDINGS, LLC | 3522480 | ONETOUCH AST |
| LIFESCAN IP HOLDINGS, LLC | 6352494 | ONETOUCH REVEAL |
| LIFESCAN IP HOLDINGS, LLC | 3651557 | ONETOUCH SELECT |
| LIFESCAN IP HOLDINGS, LLC | 2538658 | ONE TOUCH ULTRA |
| LIFESCAN IP HOLDINGS, LLC | 3491332 | ONETOUCH ULTRA |
| LIFESCAN IP HOLDINGS, LLC | 4112124 | ONETOUCH VERIO |
| LIFESCAN IP HOLDINGS, LLC | 4999116 | ONETOUCH VERIO FLEX |
| LIFESCAN IP HOLDINGS, LLC | 5978726 | ONETOUCH VERIO REFLECT |
| LIFESCAN IP HOLDINGS, LLC | 4471177 | ONETOUCH VERIOSYNC |
| LIFESCAN IP HOLDINGS, LLC | 3369865 | ONETOUCH ZOOM |
| LIFESCAN IP HOLDINGS, LLC | 3065128 | SNAPSHOT |
| LIFESCAN IP HOLDINGS, LLC | 3190621 | SNAPSHOT LOGO |
| LIFESCAN IP HOLDINGS, LLC | 2704163 | SURESTEPFLEXX |
| LIFESCAN IP HOLDINGS, LLC | 3642309 | ULTRA |
| LIFESCAN IP HOLDINGS, LLC | 2730625 | ULTRACLEAR |
| LIFESCAN IP HOLDINGS, LLC | 3442347 | ULTRAMINI |
| LIFESCAN IP HOLDINGS, LLC | 2730626 | ULTRASMART |
| LIFESCAN IP HOLDINGS, LLC | 2538364 | ULTRASOFT |