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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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Asst. Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202

RE: Our File: T-79885

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1. Name (and address) of conveying party(ies)      2. Name and Address of receiving party(ies)

DEXCOM HOLDINGS B.V.  
Vareseweg 41  
Rotterdam 3047 AT  
The Netherlands

Mjoy B.V.  
Vareseweg 41  
Rotterdam 3047 AT  
The Netherlands

<input type="checkbox"/> Individual	<input type="checkbox"/> Individual(s) citizenship
<input type="checkbox"/> Association	<input type="checkbox"/> Association
<input type="checkbox"/> General Partnership	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Partnership
<input checked="" type="checkbox"/> Corporation-The Netherlands	<input checked="" type="checkbox"/> Corp.- The Netherlands
<input type="checkbox"/> Other-	<input type="checkbox"/> Other -

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment;	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement;	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other;	<input type="checkbox"/> Change of Address

Execution Date: March 31, 2003

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4. Application number(s) or registration number(s):1

A. Trademark Application No.(s)      B. Trademark Reg. No.(s)  
78/147,175

Additional numbers attached  Yes  No

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5. Name and address of party to whom correspondence concerning

document should be mailed:

COLLEN IP  
Intellectual Property Law, P.C.  
The Holyoke-Manhattan Building  
80 South Highland Avenue  
Town of Ossining  
Westchester County, New York 10562

6. Total number of applications/registrations involved: 1

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7. Total fee (37 CFR 3.41) \$40.00

- Enclosed  
 Authorized to be charged to deposit account  
 Already submitted
- 

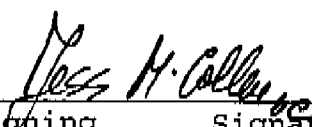
8. Deposit account number:  
03-2465

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jess M. Collen  May 15, 2003  
Name of person signing                      Signature                      Date

Total number of pages comprising cover sheet, attachments and documents: 9

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JMC/MC  
79885.1

NOTE: IF THERE IS ANY FEE DUE AT THIS TIME, PLEASE CHARGE IT TO OUR DEPOSIT ACCOUNT NO. 03-2465 AND ADVISE.

TRADEMARK  
REEL: 002651 FRAME: 0518

AGREEMENT OF SALE AND ASSIGNMENT OF  
THE TRADEMARK "MJOY" AND OF RIGHTS PERTAINING THERETO

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This Agreement is entered into on the thirty-first day of March, 2003;

**BETWEEN:**

- (1) **Dexcom Holdings B.V.**, a company incorporated under the laws of The Netherlands, with corporate seat and having offices in (3047 AT) Rotterdam, The Netherlands at Vareseweg 41 ("Assignor");

and

- (2) **Mjoy B.V.**, a company incorporated under the laws of The Netherlands, with corporate seat and having offices in (3047 AT) Rotterdam, The Netherlands at Vareseweg 41 ("Assignee");

**WHEREAS:**

- (A) Assignor is the sole owner of (i) the trademark "Mjoy", of (ii) all registrations and applications in relation thereto, and of (iii) any and all symbols, copyright, names, styles, logos, designs, get-up and patents, trade dress, trade secrets, know-how, advertising slogans, internet domain names used in relation with it, whether registered or capable of registration, as well as goodwill (non-material valuables) associated therewith;
- (B) Within the framework of the restructuring of the group of companies to which Parties belong, Assignor wishes to sell and assign to Assignee, and Assignee is desirous of purchasing and acquiring, the trademark and the rights pertaining thereto under paragraph A hereof subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, Parties hereby agree as follows:

**Article 1 - Assignment of the Trademark**

1. Assignor hereby unconditionally, irrevocably and for valuable consideration in the amount of EUR 1,- (one Euro) (the "**Purchase Price**") sells and assigns to Assignee, and Assignee hereby purchases, acquires and accepts to have acquired, Assignor's entire right and title to and interest in:

- (i) the trademark "Mjoy" and any and all rights pertaining thereto, including but not limited to any and all the trademarks, if any, owned by Assignor that are similar to the trademark "Mjoy" and (whether registered or applied for registration) - applicable to the trademark registrations and/or applications as set out in Annex 1 attached to this Agreement;
- (ii) any and all (benefits of any and all) registrations and applications in relation thereto;
- (iii) any and all words, terms, names, symbols, styles, logos, designs, get-up and trade dress, trade secrets, know-how, (advertising) slogans, internet domain names which are used or which have been registered or applied for by Assignor in relation thereto (whether registered or capable of registration) and any and all copyrights and patents in connection therewith; and
- (iv) the goodwill (non-material valuables) in relation thereto;

(i), (ii), (iii) and (iv) hereinafter individually and jointly to be referred to as the "Trademark".

2. This Agreement enters into full force and effect as from March 31, 2003 (the "Effective Date"). Assignor shall not retain any power, right or interest with respect to the Trademark on and from the Effective Date and will - unless otherwise provided for in this Agreement - procure that such power, right or interest can be executed by Assignee, or otherwise by Assignor as agent to Assignee acting upon the instruction of Assignee. Assignor shall procure that the respective trademark assignment will be properly recorded.

#### **Article 2 - Purchase Price and Payment**

1. The Purchase Price shall be paid by Assignee (or any legal entity appointed by Assignee) to Assignor on the Effective Date.
2. Any payment under this Agreement to Assignor will be made by transferring the respective amount to the bank account of Assignor at the ING Bank with bank account number 68.64.43.608 for the attention of Assignor stating "Payment for the Mjoy trademark".

#### **Article 3 - Representations, warranties and undertakings**

1. Assignor hereby represents and warrants to Assignee:
  - (i) that Assignor has provided Assignee with any and all information concerning the Trademark that may be relevant to a potential assignee of the Trademark, including but not limited to the registration details as set out in Annex 1 to this Agreement, and that all this information provided to Assignee by Assignor is true, accurate and not misleading;

- (ii) that Assignor has in full force and effect the requisite power and authority required in order to enter into this Agreement and to comply with its obligations and exercise its rights under this Agreement under the laws applicable to this Agreement and such laws as may govern the assignment and transfer of the Trademark;
- (iii) Assignor has the legal power, right and authority to execute and deliver this Agreement and the instruments referenced herein. The persons executing this Agreement and the instruments referenced herein on behalf of Assignor have the legal power, right and actual authority to bind Assignor to the terms and conditions of this Agreement;
- (iv) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated herein (i) shall not result in any violation or default of any provision of any instrument, judgment, order, writ, decree or contract to which Assignor is a party or by which Assignor is bound, or require any consent under or be in conflict with or constitute, with or without the passage of time and giving of notice, either a violation or default under any such provision, and (ii) shall not conflict with any other trademark held by Assignor;
- (v) that the Trademark is solely and exclusively owned by Assignor and is validly and in good faith registered under its name, that each of the registrations of the Trademark are in full force and effect on the Effective Date, that each of the registrations and applications for registration of the Trademark are in good faith and are not subject to any pending current or notified cancellation or opposition proceedings, that the Trademark will not be voided or declared invalid and that Assignor has paid in full any and all fees necessary to maintain the validity of such registrations or applications for registration;
- (vi) that the Trademark is subsisting, unrevoked and uncanceled and that the Trademark is not subject to encumbrance or (legal) restriction (including but not limited to liens, pledges, forfeitures and prohibitions) and that no person has made any claim to the Trademark or to any encumbrance or (legal) restriction in respect thereof;
- (vii) that no person has any right, whether or not subject to a condition or time limit, to acquire the Trademark (or any part thereof) (with the exception of Assignee's right to acquire the Trademark) or to acquire any right to obtain the Trademark, and no person is claiming such right, and that there are no infringements of the Trademark and there will be no such infringements by Assignor or any third party;
- (viii) that the use of the Trademark does not and will not directly or indirectly violate or infringe upon any trademark rights or other proprietary or intellectual property right of any third party and that the Trademark is not subject to any proceedings before any court, arbitral tribunal or administrative agency.

**TRADEMARK**

charged with giving a binding opinion or mediator, including civil, criminal, administrative and tax proceedings;

2. Assignor hereby undertakes:
  - (i) to immediately stop any use of the Trademark;
  - (ii) not to file anywhere in the world the applications for registration of the Trademark, whether as a word, design or accompanied by another expression, in relation, including but not limited to, the goods, services or commercial or industrial establishments;
  - (iii) within 3 (three) working days as from the Effective Date to effect any and all necessary (legal) actions for the purpose of this Agreement, including but not limited to signing, registering and filing all necessary documents, both public and private, in order to register the present transaction of sale and assignment of the Trademark with the respective registers, and delivering to Assignee all original certificates of registration or renewal for the Trademark;

#### **Article 4 - Expenses, duties and taxes**

Assignee shall bear the costs in connection with the preparation of this Agreement and shall bear all expenses, duties and taxes arising from the registration of this Agreement or the appropriate transfer instruments based thereon with the competent trade mark authorities, if any.

#### **Article 5 - Miscellaneous**

1. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to its other provisions and the remainder of the affected provision, and the provision held by to be void or unenforceable will be deemed to be amended to the minimum extent necessary so that it is no longer void or unenforceable and most nearly reflects the intention of Parties.
2. No omission or delay on the part of each Party in requiring due and punctual fulfilment by the other Party of the obligations of such other Party as set forth in this Agreement shall be deemed to constitute a waiver by the omitting or delaying Party of any of its rights to require due and punctual fulfilment of any other obligation hereunder, or a waiver of any remedy it might have hereunder.
3. This Agreement (including its Annexes) constitutes the entire agreement between Parties with respect to the matters dealt with herein and supersedes any and all prior agreements, correspondence, discussions, promises, covenants and/or negotiations between Parties in relation to such matters.
4. No amendment, change, modification or addition hereto shall be effective or binding

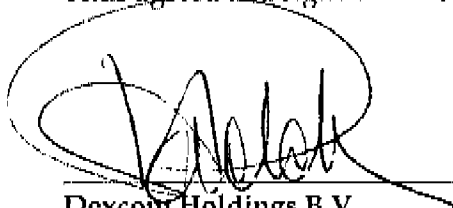
on either of the Parties, unless set forth in writing and executed by (duly authorised representatives of) each Party.

5. This Agreement shall be binding on and shall inure for the benefit of Parties and their respective successors, representatives and assigns.

#### Article 6 - Law and Venue

1. The validity, construction and performance of this Agreement and of the trademark assignment shall be governed by and construed in accordance with the substantive laws of The Netherlands.
2. All disputes arising in connection with this Agreement, or further agreements resulting there from, shall be solved amicably. If such amicable resolution cannot be reached within 30 (thirty) days as from the date of the notice of the complaining Party, the dispute shall be settled by arbitration with the Netherlands Arbitration Institute in accordance with its Rules as then in force. The place of arbitration shall be Amsterdam. The arbitration shall be conducted in the English language. The number of arbitrators shall be one. All appointments shall be made by Parties jointly, or, failing such appointment within 30 (thirty) calendar days after the first date a dispute is notified for arbitration, by the arbitration institute in accordance with its Rules as then in force.

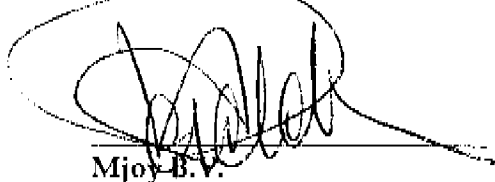
Thus agreed and signed in twofold on the date first above written:



Dexcom Holdings B.V.

name: Nicolaas Paul Padding

title: director



Mjoy B.V.

name: Dexcom Holdings B.V.

title: director

name: Nicolaas Paul Padding

title: director

**Annex 1**  
to the Agreement of Sale and Assignment of  
the trademark "Mjoy" and of rights pertaining thereto  
between Dexcom Holdings B.V. and Mjoy B.V.  
dated March 31, 2003

**Registrations/applications of the Trademark**

Benelux registration No. 696392 M'JOY  
Benelux registration No. 699244 mjoy  
Benelux registration No. 703500 mjoy  
International registration No. 787212 mjoy  
United States application No. 78/147175 mjoy  
Canadian application No. 1146457 mjoy  
South African application No. 2002/10169 mjoy  
South African application No. 2002/10170 mjoy  
South African application No. 2002/10171 mjoy





ISSUED AS A TRUE COPY, of a document that has been shown to me and that has been returned to its presenter after having been compared with the original, by me, Renatus Martinus Rieter, Esq., civil law notary officiating at 's-Gravenhage, the Netherlands.

This statement explicitly contains no judgment as to the contents of this document.

Amsterdam, the Netherlands, April 2, 2003



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.