

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339573

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AliphCom		04/28/2015	CORPORATION: CALIFORNIA
MacGyver Acquisition LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
Aliph, Inc.		04/28/2015	CORPORATION: DELAWARE
BodyMedia, Inc.		04/28/2015	CORPORATION: DELAWARE
Project Paris Acquisition LLC		04/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BlackRock Advisors, LLC
<b>Street Address:</b>	1 University Square Drive
<b>Internal Address:</b>	c/o Global Allocation Group
<b>City:</b>	Princeton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08540
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Serial Number:	75778051	BODYMEDIA
Serial Number:	75778052	BODYMEDIA
Serial Number:	75982778	
Serial Number:	75983060	BODYMEDIA
Serial Number:	75983091	SENSEWEAR
Serial Number:	77203509	GOWEAR
Serial Number:	77459339	NOISEASSASSIN
Serial Number:	77693761	
Serial Number:	77723729	BODYMEDIA
Serial Number:	77740023	MYTALK
Serial Number:	77785787	JAWBONE
Serial Number:	77862971	JAWBONE
Serial Number:	77912073	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77977808	NOISEASSASSIN
Serial Number:	77983525	JAWBONE
Serial Number:	78340835	JAWBONE
Serial Number:	78344895	ALIPH
Serial Number:	78699414	RADIIENT TECHNOLOGIES
Serial Number:	78789403	HEAR IT CLEAR WITH RADIIENT
Serial Number:	78978462	BODYMEDIA
Serial Number:	78978463	SENSEWEAR
Serial Number:	78978803	
Serial Number:	78979514	BODYMEDIA
Serial Number:	85042005	JAWBONE THOUGHTS
Serial Number:	85128357	JAMBOX
Serial Number:	85146224	BE FIERCE. DETAILS SELECT
Serial Number:	85154145	THE NERD
Serial Number:	85275816	JAWBONE UP
Serial Number:	85275857	UP
Serial Number:	85308765	JAWBONE
Serial Number:	85364225	JAWBONE ICON
Serial Number:	85398452	LIVEAUDIO
Serial Number:	85409518	BIG JAMBOX
Serial Number:	85421439	ACTIVEALERT
Serial Number:	85435231	UP
Serial Number:	85435234	UP
Serial Number:	85435235	UP BY JAWBONE
Serial Number:	85435238	UP
Serial Number:	85438179	UP
Serial Number:	85455514	MYTALK
Serial Number:	85496464	
Serial Number:	85497289	
Serial Number:	85497295	
Serial Number:	85669268	
Serial Number:	85681405	BODYMEDIA
Serial Number:	85691858	THE SMARTSPEAKER
Serial Number:	85691877	SMARTSPEAKER
Serial Number:	85691881	SMARTSPEAKER
Serial Number:	85695152	
Serial Number:	85695159	
Serial Number:	85695168	

Property Type	Number	Word Mark
Serial Number:	85695176	
Serial Number:	85695182	
Serial Number:	85695191	
Serial Number:	85703599	
Serial Number:	85728217	BODYMEDIA
Serial Number:	85833854	KNOW YOURSELF. LIVE BETTER
Serial Number:	85885420	SENSEWEAR
Serial Number:	85897944	LIVE BETTER. START NOW.
Serial Number:	85956707	UP BY JAWBONE
Serial Number:	85956813	ERA BY JAWBONE
Serial Number:	85956962	MINI JAMBOX
Serial Number:	85957143	ERA
Serial Number:	85957150	
Serial Number:	85957156	SMART ALARM
Serial Number:	85959421	UP
Serial Number:	85976837	JAWBONE ERA
Serial Number:	86006888	UP24
Serial Number:	85980057	JAWBONE
Serial Number:	86013176	WORKS WITH UP
Serial Number:	86013181	WORKS WITH UP
Serial Number:	86036833	UP
Serial Number:	86064220	UP 24
Serial Number:	85981045	
Serial Number:	85981046	
Serial Number:	85981919	
Serial Number:	85981937	LIVE BETTER. START NOW.
Serial Number:	86217698	UP COFFEE
Serial Number:	86244514	HOPULUS ERECTUS
Serial Number:	86360551	UP MOVE
Serial Number:	86360565	UP2
Serial Number:	86360578	UP3
Serial Number:	86360586	UP4
Serial Number:	86439811	DROP BY JAWBONE

**CORRESPONDENCE DATA**

Fax Number: 6172357604

*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: 617-951-7005

**Email:** ronald.duvernay@ropesgray.com  
**Correspondent Name:** Alyson Bagley Stewart  
**Address Line 1:** Prudential Tower, 800 Boylston Street  
**Address Line 2:** Ropes & Gray LLP  
**Address Line 4:** Boston, MASSACHUSETTS 02199-3600

<b>ATTORNEY DOCKET NUMBER:</b>	MFOG-652
<b>NAME OF SUBMITTER:</b>	Alyson Bagley Stewart
<b>SIGNATURE:</b>	/AStewart/
<b>DATE SIGNED:</b>	04/28/2015

**Total Attachments: 12**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, the "Trademark Security Agreement") is entered into as of April 28, 2015 by and among (i) AliphCom, a California corporation (the "Company"), MacGyver Acquisition LLC, a Delaware limited liability company, Aliph, Inc., a Delaware Corporation, BodyMedia, Inc., a Delaware corporation, and Project Paris Acquisition LLC, a Delaware limited liability company (each, a "Grantor", and collectively, the "Grantors"), and (ii) BlackRock Advisors, LLC, a Delaware limited liability company (the "Agent").

### WITNESSETH:

WHEREAS, each of the Grantors, the Purchasers identified therein and the Agent are entering into the Note Purchase Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the Company shall issue certain secured convertible promissory notes (the "Notes") and the other Grantors shall Guarantee the Obligations;

WHEREAS, each of the Grantors and the Agent are entering into the Security Agreement, dated as of April 28, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in order to induce the Purchasers to purchase the Notes and to secure the Obligations; and

WHEREAS, pursuant to the Security Agreement, each of the Grantors is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor does hereby unconditionally grant, assign, and pledge to Agent, and agrees to unconditionally grant, assign, and pledge to Agent, for its benefit and the benefit of each of the Noteholders, to secure the Obligations, as applicable, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's entire right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(c) all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registration thereof, all records and files relating to Grantor's Trademarks and Trademark Intellectual Property Licenses; and

(d) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent or the Noteholders, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for its benefit and the benefit of the Noteholders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 8.16, 8.17 AND 8.18 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**ALIPHCOM,**  
a California corporation

By: H.S. Rahman  
Name: Hosain Rahman  
Title: Chief Executive Officer

**ALIPH, INC.,**  
a Delaware corporation

By: H.S. Rahman  
Name: Hosain Rahman  
Title: President

**MACGYVER ACQUISITION LLC,**  
a Delaware limited liability company  
by ALIPHCOM, as member

By: H.S. Rahman  
Name: Hosain Rahman  
Title: Chief Executive Officer

**BODYMEDIA, INC.,**  
a Delaware corporation

By: H.S. Rahman  
Name: Hosain Rahman  
Title: President

**PROJECT PARIS ACQUISITION LLC,** a  
Delaware limited liability company  
by ALIPHCOM, as member

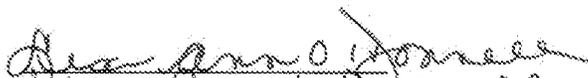
By: H.S. Rahman  
Name: Hosain Rahman  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

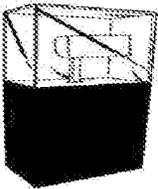
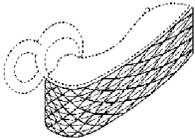
AGENT:

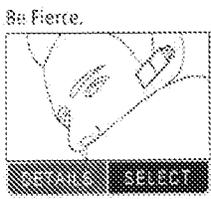
BLACKROCK ADVISORS, LLC

By:   
Name: Lisa Ann O'Connell  
Title: Managing Director

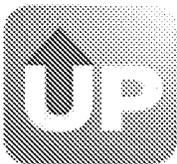
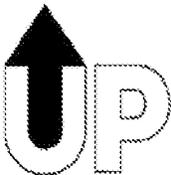
**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

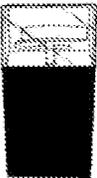
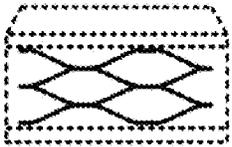
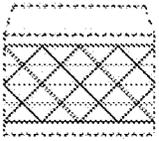
MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
BODYMEDIA	BODYMEDIA, INC.	75778051	8/18/1999	2570373	5/14/2002
BODYMEDIA	BODYMEDIA, INC.	75778052	8/18/1999	2592177	7/9/2002
	BODYMEDIA, INC.	75982778	10/15/1999	2656935	12/3/2002
BODYMEDIA	BODYMEDIA, INC.	75983060	10/1/1999	2709726	4/22/2003
SENSEWEAR	BODYMEDIA, INC.	75983091	10/1/1999	2700826	3/25/2003
GOWEAR	BODYMEDIA, INC.	77203509	6/12/2007	3544386	12/9/2008
NOISEASSASSIN	ALIPHCOM	77459339	4/28/2008	3807619	6/22/2010
	ALIPHCOM	77693761	3/18/2009	3884763	12/7/2010
BODYMEDIA	BODYMEDIA, INC.	77723729	4/28/2009	3714875	11/24/2009
MYTALK	ALIPHCOM	77740023	5/19/2009	3833525	8/17/2010
JAWBONE	ALIPHCOM	77785787	7/21/2009		
JAWBONE	ALIPHCOM	77862971	11/2/2009	4000280	7/26/2011
	ALIPHCOM	77912073	1/14/2010	3936394	3/29/2011

MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
NOISEASSASSIN	ALIPHCOM	77977808	4/28/2008	3694140	10/6/2009
JAWBONE	ALIPHCOM	77983525	7/21/2009	4358320	6/25/2013
JAWBONE	ALIPHCOM	78340835	12/15/2003	3046856	1/17/2006
ALIPH	ALIPHCOM	78344895	12/23/2003	3541713	12/2/2008
	ALIPHCOM	78699414	8/24/2005	3565915	1/20/2009
HEAR IT CLEAR WITH RADIIENT	ALIPHCOM	78789403	1/11/2006	3565962	1/20/2009
BODYMEDIA	BODYMEDIA, INC.	78978462	1/13/2005	3289132	9/4/2007
SENSEWEAR	BODYMEDIA, INC.	78978463	8/30/2004	3292367	9/11/2007
	BODYMEDIA, INC.	78978803	1/10/2005	3327997	10/30/2007
BODYMEDIA	BODYMEDIA, INC.	78979514	1/13/2005	3387020	2/19/2008
JAWBONE THOUGHTS	ALIPHCOM	85042005	5/18/2010	4289408	2/12/2013
JAMBOX	ALIPHCOM	85128357	9/13/2010	4147311	5/22/2012
	ALIPHCOM	85146224	10/6/2010	4069536	12/13/2011
THE NERD	ALIPHCOM	85154145	10/15/2010	4176348	7/17/2012
JAWBONE UP	ALIPHCOM	85275816	3/24/2011		
UP	ALIPHCOM	85275857	3/24/2011	4309613	3/26/2013

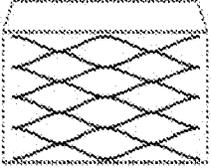
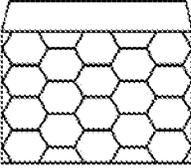
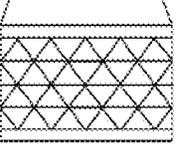
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
JAWBONE	ALIPHCOM	85308765	4/29/2011	4195569	8/21/2012
JAWBONE ICON	ALIPHCOM	85364225	7/6/2011	4230932	10/23/2012
LIVEAUDIO	ALIPHCOM	85398452	8/15/2011	4155987	6/5/2012
BIG JAMBOX	ALIPHCOM	85409518	8/29/2011	4215279	9/25/2012
ACTIVEALERT	ALIPHCOM	85421439	9/13/2011		
UP	ALIPHCOM	85435231	9/29/2011		
	ALIPHCOM	85435234	9/29/2011		
	ALIPHCOM	85435235	9/29/2011		
UP	ALIPHCOM	85435238	9/29/2011		
	ALIPHCOM	85438179	10/3/2011		
MYTALK	ALIPHCOM	85455514	10/25/2011	4263355	12/25/2012
	ALIPHCOM	85496464	12/15/2011	4270870	1/8/2013

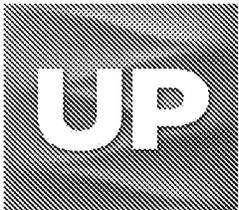
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	ALIPHCOM	85497289	12/16/2011		
	ALIPHCOM	85497295	12/16/2011		
	ALIPHCOM	85669268	7/5/2012	4578274	8/5/2014
BODYMEDIA	BODYMEDIA, INC.	85681405	7/19/2012		
THE SMARTSPEAKER	ALIPHCOM	85691858	7/31/2012	4255602	12/4/2012
SMARTSPEAKER	ALIPHCOM	85691877	7/31/2012	4255603	12/4/2012
SMARTSPEAKER	ALIPHCOM	85691881	7/31/2012	4255604	12/4/2012
	ALIPHCOM	85695152	8/3/2012		
	ALIPHCOM	85695159	8/3/2012		

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MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
	ALIPHCOM	85695168	8/3/2012		
	ALIPHCOM	85695176	8/3/2012		
	ALIPHCOM	85695182	8/3/2012		
	ALIPHCOM	85695191	8/3/2012		
	ALIPHCOM	85703599	8/14/2012	4531629	5/20/2014
BODYMEDIA	BODYMEDIA, INC.	85728217	9/13/2012	4341751	5/28/2013
KNOW YOURSELF. LIVE BETTER	ALIPHCOM	85833854	1/28/2013		
SENSEWEAR	BODYMEDIA, INC.	85885420	3/25/2013		
LIVE BETTER. START NOW.	ALIPHCOM	85897944	4/8/2013		
UP BY JAWBONE	ALIPHCOM	85956707	6/11/2013		
ERA BY JAWBONE	ALIPHCOM	85956813	6/11/2013		

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MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
MINI JAMBOX	ALIPHCOM	85956962	6/11/2013	4606646	9/16/2014
ERA	ALIPHCOM	85957143	6/11/2013		
	ALIPHCOM	85957150	6/11/2013		
SMART ALARM	ALIPHCOM	85957156	6/11/2013	4553517	6/17/2014
	ALIPHCOM	85959421	6/13/2013		
JAWBONE ERA	ALIPHCOM	85976837	12/2/2010	4200122	8/28/2012
UP24	ALIPHCOM	86006888	7/10/2013		
JAWBONE	ALIPHCOM	85980057	11/2/2011	4426801	10/29/2013
WORKS WITH UP	ALIPHCOM	86013176	7/17/2013		
	ALIPHCOM	86013181	7/17/2013		
UP	ALIPHCOM	86036833	8/13/2013		
	ALIPHCOM	86064220	9/13/2013		

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MARK	OWNER	APPL #	APPL DATE	REG #	REG DATE
	ALIPHCOM	85981045	12/16/2011	4536233	5/27/2014
	ALIPHCOM	85981046	12/16/2011	4536234	5/27/2014
	ALIPHCOM	85981919	12/16/2011	4554716	6/24/2014
LIVE BETTER. START NOW.	ALIPHCOM	85981937	4/8/2013	4557389	6/24/2014
UP COFFEE	ALIPHCOM	86217698	3/11/2014		
JAWBONE	ALIPHCOM	86244514	3/18/2014		
UP MOVE	ALIPHCOM	86360551	8/7/2014		
UP2	ALIPHCOM	86360565	8/7/2014		
UP3	ALIPHCOM	86360578	8/7/2014		
UP4	ALIPHCOM	86360586	8/7/2014		
DROP BY JAWBONE	ALIPHCOM	86439811	10/30/2014		

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**Trade Names**

**Common Law Trademarks**

**Trademarks Not Currently In Use**

**Trademark Licenses**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]