

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352895

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-------------------------------------|
| Aliphcom | | 08/26/2015 | CORPORATION: CALIFORNIA |
| MacGyver Acquisition LLC | | 08/26/2015 | LIMITED LIABILITY COMPANY: DELAWARE |
| Aliph, Inc. | | 08/26/2015 | CORPORATION: DELAWARE |
| BodyMedia, Inc. | | 08/26/2015 | CORPORATION: DELAWARE |
| Project Paris Acquisition LLC | | 08/26/2015 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 84

| Property Type | Number | Word Mark |
|----------------------|----------|---------------|
| Registration Number: | 2570373 | BODYMEDIA |
| Registration Number: | 2592177 | BODYMEDIA |
| Registration Number: | 2656935 | |
| Registration Number: | 2709726 | BODYMEDIA |
| Registration Number: | 2700826 | SENSEWEAR |
| Registration Number: | 3544386 | GOWEAR |
| Registration Number: | 3807619 | NOISEASSASSIN |
| Registration Number: | 3884763 | |
| Registration Number: | 3714875 | BODYMEDIA |
| Registration Number: | 3833525 | MYTALK |
| Serial Number: | 77785787 | JAWBONE |
| Registration Number: | 4000280 | JAWBONE |
| Registration Number: | 3936394 | |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|----------|-----------------------------|
| Registration Number: | 3694140 | NOISEASSASSIN |
| Registration Number: | 4358320 | JAWBONE |
| Registration Number: | 3046856 | JAWBONE |
| Registration Number: | 3541713 | ALIPH |
| Registration Number: | 3565915 | RADIIENT TECHNOLOGIES |
| Registration Number: | 3565962 | HEAR IT CLEAR WITH RADIIENT |
| Registration Number: | 3289132 | BODYMEDIA |
| Registration Number: | 3292367 | SENSEWEAR |
| Registration Number: | 3327997 | |
| Registration Number: | 3387020 | BODYMEDIA |
| Registration Number: | 4289408 | JAWBONE THOUGHTS |
| Registration Number: | 4147311 | JAMBOX |
| Registration Number: | 4069536 | BE FIERCE. DETAILS SELECT |
| Registration Number: | 4176348 | THE NERD |
| Serial Number: | 85275816 | JAWBONE UP |
| Registration Number: | 4309613 | UP |
| Registration Number: | 4195569 | JAWBONE |
| Registration Number: | 4230932 | JAWBONE ICON |
| Registration Number: | 4155987 | LIVEAUDIO |
| Registration Number: | 4215279 | 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 |
| Registration Number: | 4263355 | MYTALK |
| Registration Number: | 4270870 | |
| Serial Number: | 85497289 | |
| Serial Number: | 85497295 | |
| Serial Number: | 85669268 | |
| Serial Number: | 85681405 | BODYMEDIA |
| Registration Number: | 4255602 | THE SMARTSPEAKER |
| Registration Number: | 4255603 | SMARTSPEAKER |
| Registration Number: | 4255604 | 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 |
| Registration Number: | 4606646 | MINI JAMBOX |
| Serial Number: | 85957143 | ERA |
| Serial Number: | 85957150 | |
| Registration Number: | 4553517 | SMART ALARM |
| Serial Number: | 85959421 | UP |
| Registration Number: | 4200122 | JAWBONE ERA |
| Serial Number: | 86006888 | UP24 |
| Registration Number: | 4426801 | JAWBONE |
| Serial Number: | 86013176 | WORKS WITH UP |
| Serial Number: | 86013181 | WORKS WITH UP |
| Serial Number: | 86036833 | UP |
| Serial Number: | 86064220 | UP 24 |
| Registration Number: | 4536233 | |
| Registration Number: | 4536234 | |
| Registration Number: | 4554716 | |
| Registration Number: | 4557389 | 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: 6172359802

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: 6179517860

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

ATTORNEY DOCKET NUMBER: MFOG-652

NAME OF SUBMITTER: Joshua S. Jackson

SIGNATURE: /j jackson/

DATE SIGNED: 08/27/2015

Total Attachments: 13

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED 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 August 26, 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 entered into the Note Purchase Agreement, dated as of April 28, 2015, as amended by the First Amendment to Note Purchase Agreement; Omnibus Amendment to Secured Convertible Promissory Notes and Limited Consent, dated as of July 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Existing Note Purchase Agreement"), pursuant to which the Company issued certain secured convertible promissory notes (the "Notes") and the other Grantors agreed to Guarantee the Secured Obligations;

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

WHEREAS, pursuant to the Original Security Agreement, each of the Grantors was required to execute and deliver to Agent the original Trademark Security Agreement, dated as of April 28, 2015 (the "Original Trademark Security Agreement");

WHEREAS, each of the Grantors, the Purchasers identified therein and the Agent entered into the Note Purchase Agreement, dated as of July 21, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "July 2015 Note Purchase Agreement"), pursuant to which the Company issued certain additional Notes and the other Grantors agreed to Guarantee the Secured Obligations;

WHEREAS, each of the Grantors and the Agent entered into the Amended and Restated Security Agreement, dated as of July 22, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in order to induce the Purchasers to purchase the additional Notes and to secure the Secured Obligations; and

WHEREAS, the parties to the Original Trademark Security Agreement wish to amend and restate the Original Trademark Security Agreement in its entirety;

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 Secured 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 Secured 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 Secured 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*.

8. ORIGINAL TRADEMARK SECURITY AGREEMENT AMENDED AND RESTATED. This Trademark Security Agreement is an amendment and restatement of the Original Trademark Security Agreement. This Trademark Security Agreement is in no way intended to constitute a novation of the Original Trademark Security Agreement or the "Obligations" (as defined in the Existing Note Purchase Agreement and the July 2015 Note Purchase Agreement). Any security granted pursuant to or in connection with the Original Trademark Security Agreement and the other documents executed in connection therewith shall continue to secure the Secured Obligations.

[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

DocuSigned by:
Hosain Rahman
By: 0E4D8FA187D24C0
Name: Hosain Rahman
Title: Chief Executive Officer

ALIPH, INC.,
a Delaware corporation

DocuSigned by:
Hosain Rahman
By: 0E4D8FA187D24C0
Name: Hosain Rahman
Title: Chief Executive Officer

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

DocuSigned by:
Hosain Rahman
By: 0E4D8FA187D24C0
Name: Hosain Rahman
Title: Chief Executive Officer

BODYMEDIA, INC.,
a Delaware corporation

DocuSigned by:
Hosain Rahman
By: 0E4D8FA187D24C0
Name: Hosain Rahman
Title: Chief Executive Officer

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

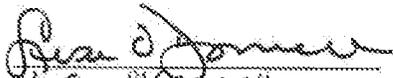
DocuSigned by:
Hosain Rahman
By: 0E4D8FA187D24C0
Name: Hosain Rahman
Title: Chief Executive Officer

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

BLACKROCK ADVISORS, LLC

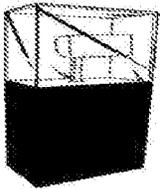
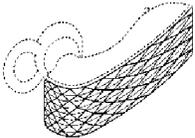
By: 
Name: Lisa O'Donnell
Title: Managing Director, Authorized Signatory

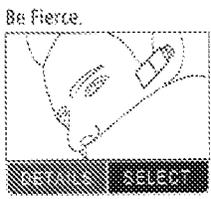
[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

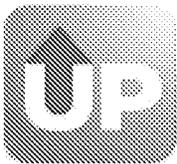
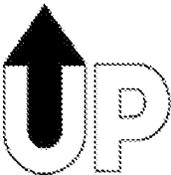
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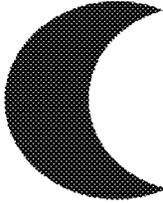
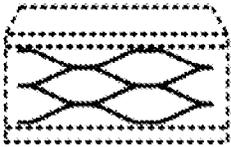
SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

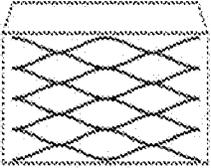
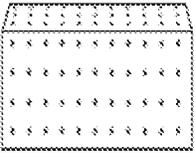
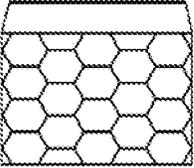
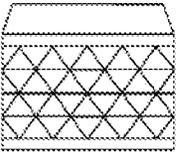
Trademark Registrations/Applications

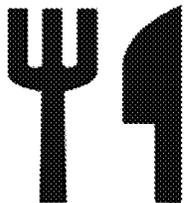
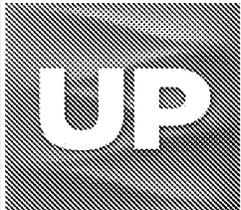
| MARK | OWNER | APPL # | APPL DATE | REG # | REG DATE |
|---|-----------------|----------|------------|---------|------------|
| BODYMEDIA | BODYMEDIA, INC. | 75778051 | 8/18/1999 | 2570373 | 5/14/2002 |
| BODYMEDIA | BODYMEDIA, INC. | 75778052 | 8/18/1999 | 2592177 | 7/9/2002 |
|  | BODYMEDIA, INC. | 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 |

| 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 |

| MARK | OWNER | APPL # | APPL DATE | REG # | REG DATE |
|---|-----------------|----------|------------|---------|-----------|
|  | 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 | | |

| 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 | | |

| 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 | | |

| 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 | | |

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

[SIGNATURE PAGE TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]