

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trividia Health, Inc.		03/17/2017	Corporation: DELAWARE
Trividia Manufacturing Solutions, Inc.		03/17/2017	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	86278575	TRUE METRIX	
Serial Number:	86278578	AQUA DROP	
Serial Number:	86278583	AQUA DROP	
Serial Number:	86278588	TRIPLE SENSE TECHNOLOGY	
Serial Number:	86278598	TRIPLE SENSE TECHNOLOGY	
Serial Number:	86170835	TRUECONTROL	
Serial Number:	86299702	TRUEPLUS	
Serial Number:	86299700	TRUEPLUS	
Serial Number:	86702135	TRUE FOCUS	
Serial Number:	86702156	TRUE FOCUS	
Serial Number:	86860772	TRIVIDIA	
Serial Number:	86860779	TRIVIDIA	
Serial Number:	86860787	TRIVIDIA	
Serial Number:	86886304	TRIVIDIA HEALTH	
Serial Number:	86886309	TRIVIDIA HEALTH	
Serial Number:	86886312	TRIVIDIA HEALTH	
Serial Number:	87002163	TRUE SENSOR	
TRADEMARK			

CH \$465.00 86278575

Property Type	Number	Word Mark
Serial Number:	87002186	TRUE SENSOR

CORRESPONDENCE DATA

Fax Number: 6785532602

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: 6785532601

Email: jimmarl@gtlaw.com

Correspondent Name: LaShana C. Jimmar, Paralegal

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 3333 Piedmont Road, NE, Suite 2500

Address Line 4: Atlanta, GEORGIA 30305

ATTORNEY DOCKET NUMBER:	148294.010100
NAME OF SUBMITTER:	LaShana C. Jimmar
SIGNATURE:	/LaShana C. Jimmar/
DATE SIGNED:	03/17/2017

Total Attachments: 12

source=WFCF_Trividia - Supplemental Trademark Security Agreement#page1.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page2.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page3.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page4.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page5.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page6.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page7.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page8.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page9.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page10.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page11.tif
source=WFCF_Trividia - Supplemental Trademark Security Agreement#page12.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 17th day of March, 2017, by and among the Grantors listed on the signature pages hereof (each a “Grantor” and collectively, “Grantors”), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (“Wells Fargo”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of March 17, 2017 (as amended, modified, supplemented, renewed, refinanced, restructured, restated or replaced from time to time, the “Credit Agreement”), by and among the lenders identified on the signature pages thereof (each of such lenders, together with its successors and permitted assigns, a “Lender”), Wells Fargo, as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”), Wells Fargo, as sole lead arranger and sole book runner, the Grantors and certain of their Affiliates and/or Subsidiaries, the Lender Group has agreed to make certain financial accommodations available to Trividia Health, Inc., a Delaware corporation (“Trividia” and together with those additional Persons that are parties to the Credit Agreement as a borrower, each a “Borrower” and collectively, the “Borrowers”), from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Second Amended and Restated Guaranty and Security Agreement, dated as of March 17, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, modified, supplemented, renewed, restated or replaced, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, 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 Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANTS OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its 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; and

(c) 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 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, the other members of the Lender Group, the Bank Product Providers or any of them, 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 the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and 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 Guaranty and 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 Guaranty and Security Agreement, the Guaranty and 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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, 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 Loan 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, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

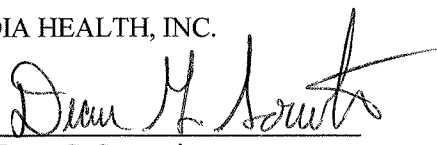
8. AFFIRMATION OF TRADEMARK SECURITY AGREEMENT. By executing this Trademark Security Agreement, each Grantor hereby acknowledges, consents and agrees that the Trademark Security Agreement (the "Existing Agreement") delivered to Agent in connection with the Existing Guaranty and Security Agreement and the Existing Loan Agreement shall remain in full force and effect, and that the execution and delivery of this Trademark Security Agreement shall serve to supplement the Existing Agreement and shall not alter, amend, reduce or modify each Grantor's obligations under the Existing Agreement.

[SIGNATURE PAGE FOLLOWS]

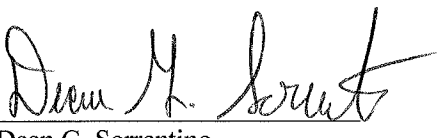
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

TRIVIDIA HEALTH, INC.

By: 
Name: Dean G. Sorrentino
Title: Chief Financial Officer

TRIVIDIA MANUFACTURING SOLUTIONS,
INC.

By: 
Name: Dean G. Sorrentino
Title: Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent

By: _____
Name: _____
Title: _____

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

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:

TRIVIDIA HEALTH, INC.

By: _____
Name: Dean G. Sorrentino
Title: Chief Financial Officer

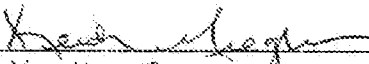
TRIVIDIA MANUFACTURING SOLUTIONS,
INC.

By: _____
Name: Dean G. Sorrentino
Title: Treasurer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Agent



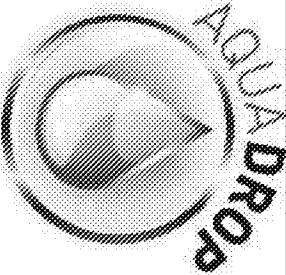
By: 
Name: Keith Gregson
Title: Authorized Signatory

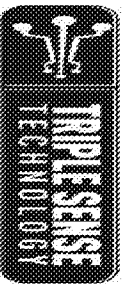
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006011 FRAME: 0186


TRIVIDIA TRADEMARK REPORT
Showing United States Trademarks NOT Recorded in 2013 Security Interest

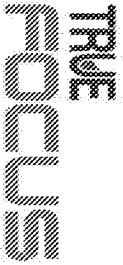
Trividia Health, Inc. is the owner of the below listed trademarks.

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
108775-030100/TM	US		Filed 5/12/14 U.S.S.N. 86/278,575	(1) Class 005 as "Test strips for measuring blood glucose levels; glucose control reagent solutions for medical use" (2) Class 010 as "Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions"	- Registered on June 30, 2015 as US Registration No. 4,765,774 - Declaration of Use Deadline 6/30/2021
108775-030200/TM	US		Filed 5/12/14 U.S.S.N. 86/278,578	(1) Class 003 as "Non-medicated skin care lotions and creams for diabetic use"	- Registered on December 8, 2015 as US Registration No. 4,867,781 - Declaration of Use Deadline 12/8/2021
108775-030300/TM	US		Filed 5/12/14 U.S.S.N. 86/278,583	(1) Class 003 as "Non-medicated skin care lotions and creams for diabetic use"	- Registered on December 8, 2015 as US Registration No. 4,867,782 - Declaration of Use Deadline 12/8/2021

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
108775-030400/TM	US	TRIPLE SENSE TECHNOLOGY	Filed 5/12/14 U.S.S.N. 86/278,588	(1) Class 005 as "Test strips for measuring blood glucose levels; glucose control reagent solutions for medical use" (2) Class 010 as "Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions"	- Registered on September 1, 2015 as US Registration No. 4,804,997 - Declaration of Use Deadline 9/1/2021
108775-030500/TM	US		Filed 5/12/14 U.S.S.N. 86/278,598	(1) Class 005 as "Test strips for measuring blood glucose levels; glucose control reagent solutions for medical use" (2) Class 010 as "Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions"	- Registered on September 1, 2015 as US Registration No. 4,804,998 - Declaration of Use Deadline 9/1/2021
108775-032100/US	US	TRUECONTROL	Filed 1/21/14 U.S.S.N. 86/170,835	(1) Class 005 as "Glucose control solutions for testing the accuracy of blood glucose meters and glucose test strips"	- Registered on February 10, 2015 as US Registration No. 4,683,768 - Section 8 & 15 Filing Deadline 2/10/2021
108775-033001/TM	US	TRUEPLUS	Filed 6/4/14 U.S.S.N. 86/299,702	(1) International Class 003 as "Non-medicated skin care lotions and creams for diabetic use"	- Registered on April 12, 2016 as US Registration No.


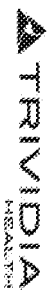
TRADEMARK

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
				(2) International Class 005 as "Dietary fiber to aid digestion"	4,937,398 - Section 8 & 15 Filing Deadline 4/12/2022
108775-033101/TM	US		Filed 6/4/14 U.S.S.N. 86/299,700	(1) International Class 003 as "Non-medicated skin care lotions and creams for diabetic use" (2) International Class 005 as "Dietary fiber to aid digestion" (3) International Class 005 as "Glucose in tablet, liquid, and gel form for use in maintaining blood glucose levels; test strips for measuring ketone levels in the blood; and multivitamins" (4) International Class 010 as "Lancets; disposable syringes; and injection needle"	- Registered on March 29, 2016 as US Registration No. 4,928,165 - Section 8 & 15 Filing Deadline 3/29/2022
108775-034300/US	US	TRUE FOCUS	Filed 7/23/15 U.S.S.N. 86/702,135	(1) Class 005 as "Test strips for measuring blood glucose levels; glucose control reagent solutions for medical use" (2) Class 010 as "Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions"	- Allowed - Statement of Use Deadline 8/9/2017 (Final Deadline 2/9/2019)

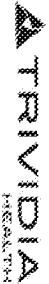

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date</u> <u>Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
108775-034400/US	US		Filed 7/23/15 U.S.S.N. 86/702,156	(1) Class 005 as “Test strips for measuring blood glucose levels; glucose control reagent solutions for medical use” (2) Class 010 as “Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions”	- Allowed - Statement of Use Deadline 4/5/2017 (Final Deadline 4/5/2019)
108775-034500/US	US	TRIVIDIA	Filed 12/29/15 U.S.S.N. 86/860,772	(1) Class 003 as “Non-medicated skin care lotions and creams for diabetic use”	- Notice of Allowance received - Statement of Use Filed 2/16/2017 – awaiting acceptance from USPTO
108775-034600/US	US	TRIVIDIA	Filed 12/29/15 U.S.S.N. 86/860,779	(1) Class 009 as “Computer software for maintaining a database of blood test results from blood glucose monitors”	- Notice of Allowance received - Statement of Use Filed 2/16/2017 – awaiting acceptance from USPTO

TRADEMARK

TRADEMARK

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
108775-034700/US	US	TRIVIDIA	Filed 12/29/15 U.S.S.N. 86/860,787	(1) Class 005 as "Products for use in monitoring and maintaining blood glucose levels, namely, blood glucose test strips and glucose control reagent solutions; Dietary fiber to aid digestion" (2) Class 010 as "Medical instruments and devices, namely, blood glucose meters, blood glucose testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions, lancing devices, and lancets; Medical test kits for diabetes monitoring, namely, glucose diagnostic testing kits comprised of electronic blood glucose meters and glucose test strips"	- Notice of Allowance received - Statement of Use Filed 2/16/2017 – awaiting acceptance from USPTO
108775-034800/US	US		Filed 1/26/16 U.S.S.N. 86/886,304	(1) Class 003 as "Non-medicated skin care lotions and creams for diabetic use"	- Notice of Allowance received - Statement of Use Filed 2/16/2017 – awaiting acceptance from USPTO
108775-034900/US	US		Filed 1/26/16 U.S.S.N. 86/886,309	(1) Class 009 as "Computer software for maintaining a database of blood test results from blood glucose monitors"	- Notice of Allowance received - Statement of Use Filed 2/16/2017 –

TRADEMARK

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
108775-035000/US	US		Filed 1/26/16 U.S.S.N. 86/886,312	(1) Class 005 as "Products for use in monitoring and maintaining blood glucose levels, namely, blood glucose test strips and glucose control reagent solutions; Dietary fiber to aid digestion" (2) Class 010 as "Medical instruments and devices, namely, blood glucose meters, blood glucose testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions, lancing devices, and lancets; Medical test kits for diabetes monitoring, namely, glucose diagnostic testing kits comprised of electronic blood glucose meters and glucose test strips"	- Notice of Allowance received - Statement of Use Filed 2/16/2017 – awaiting acceptance from USPTO
108775-036000/TM	US	TRUE SENSOR	Filed 4/15/2016 U.S.S.N. 87/002,163	Class 010: Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent solutions	- Pending - Response to OA Filed 2/9/2017 – awaiting acceptance from USPTO
108775-036100/TM	US		Filed 4/15/2016 U.S.S.N. 87/002,186	Class 010: Blood glucose meters; blood glucose diagnostic testing kits comprised of blood glucose meters, glucose test strips, and glucose control reagent	- Pending - Response to OA Filed 2/9/2017 – awaiting

<u>GT Docket No.</u>	<u>Country</u>	<u>Mark</u>	<u>Filing Date Application No.</u>	<u>Goods/Services</u>	<u>Status</u>
				solutions	acceptance from USPTO

TRADEMARK