

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553121

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMPANION MEDICAL, INC.		12/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ANKURA TRUST COMPANY, LLC, as Collateral Trustee		
Street Address:	140 Sherman Street, Fourth Floor		
City:	Fairfield		
State/Country:	CONNECTICUT		
Postal Code:	06824		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4942959	INPEN	
Serial Number:	87349386	INPEN	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>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.</i>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	336703-105		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	12/12/2019		
Total Attachments: 8			
source=Companion Medical - IPSA#page1.tif			
source=Companion Medical - IPSA#page2.tif			
source=Companion Medical - IPSA#page3.tif			
source=Companion Medical - IPSA#page4.tif			

CH \$65.00 4942959

source=Companion Medical - IPSA#page5.tif

source=Companion Medical - IPSA#page6.tif

source=Companion Medical - IPSA#page7.tif

source=Companion Medical - IPSA#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of December 12, 2019, between **COMPANION MEDICAL, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

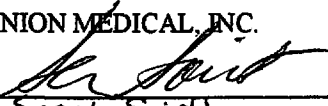
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

11011 Via Frontera, Suite D
San Diego, CA 92127
Attention: Sean Saint, Chief Executive Officer

GRANTOR:

COMPANION MEDICAL, INC.

By 
Name: SEAN SAINT
Title: CEO

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

11011 Via Frontera, Suite D
San Diego, CA 92127
Attention: Sean Saint, Chief Executive Officer

GRANTOR:

COMPANION MEDICAL, INC.

By: _____
Name: _____
Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

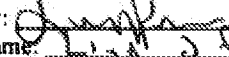
By:  _____
Name: Lisa Price
Title: Managing Director

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
--------------	--------------------	--------------------------------	------------------------------

None noted.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Companion Medical, Inc.	Patented – Medicine Administering System Including Injection Pen and Companion Device	U.S. Patent No: 9,672,328	6/6/2017
Companion Medical, Inc.	Completed Application – Medicine Administering System Including Injection Pen and Companion Device	Application No: PCT/US2015/040069	7/10/2015
Companion Medical, Inc.	Patent Pending - Medicine Administering System Including Injection Pen and Companion Device	Pub WO2016007935 112453-8001.WO00 Europe: 15818904.3	2/8/2017
Companion Medical, Inc.	Patented - Medicine Administering System Including Injection Pen and Companion Device	Pub EP3167393 112453-8001.EP00 US Patent No: 9,959,391	5/1/2018
Companion Medical, Inc.	Patent Pending - Medicine Administering System Including Injection Pen and Companion Device	Pub US20190035500 112453-8001.US03	4/30/2018
Companion Medical, Inc.	Completed Application – System for Administrating a Medicament	Application No: PCT/US2014/056336	9/18/2014
Companion Medical, Inc.	Patent Pending – System for Administrating a Medicament	Pub WO2015047870 112453-8002.WO00 US 15/025,026	5/17/2016
Companion Medical, Inc.	Patent Pending – System for Administrating a Medicament	Pub US20170068799 112453-8002.US01 Canada 2925458	3/24/2016
Companion Medical, Inc.	Patent Pending – System for Administrating a Medicament	Pub CA2925458 112453-8002.CA00 Europe 14849422.2	4/6/2016
Companion Medical, Inc.	Completed Application – Automatic Medication Delivery Tracking	Pub EP3049132 112453-8002.EP00 Application No: PCT/US2017/015452	1/27/2017
Companion Medical, Inc.	Patent Pending – Automatic Medication Delivery Tracking	Pub WO2017132577 112453-8004.WO00 US 16/070,204	7/13/2018
Companion Medical, Inc.	Pending – Automatic Medication Delivery Tracking	Pub US20190015596 112453-8004.US01 Europe 17745019.4 Pub EP3407940 112453-8004.EP00	8/1/2018

Companion Medical, Inc.	Patent Pending – Intelligent Medication Delivery Systems and Methods	US Nonprovisional 16/004,275	6/8/2018
		Pub US2018035698 112453-8005.US01	
Companion Medical, Inc.	Patent Pending – Intelligent Medication Delivery Systems and Methods	Application No: PCT/2018/036768	6/8/2018
		Pub WO2018227163 112453-8005.WO00	
Companion Medical, Inc.	Patent Pending – Intelligent Medication Delivery Systems and Methods for Dose Recommendation and Management	Application No: PCT/2018/055646	10/12/2018
		Pub WO2019075352 112453-8006.WO00	
Companion Medical, Inc.	Patent Pending – Medication Dose Measurement and Tracking encoder for Injection Devices	US Nonprovisional: 16/407,046	5/8/2019
		112453-8007.US01	
Companion Medical, Inc.	Patent Pending – Intelligent Medication Delivery Systems and Methods Using a Prescription-Regulated Software Application	US Nonprovisional: 16/405,837	5/7/2019
		112453-8008.US01	
Companion Medical, Inc.	Patent Pending – Intelligent Medication Delivery Systems and Methods for Medicine Dose Calculation and Reporting	US Nonprovisional: 16/447,848	6/20/2019
		112453-8009.US01	
Companion Medical, Inc.	Patent Pending – Methods, Systems and Devices for a Fixed Dose, Meal Estimation, Touchless Dose Calculator	Provisional 62/808,735	2/21/2019
		112453-8010.US00	
Companion Medical, Inc.	Patent Pending - Intelligent Accessories for Medicine Injection Device	Provisional 62/832,804	4/11/2019
		112453-8011.US00	
Companion Medical, Inc.	Patent Pending - Augmented Context and Augmented Reality Dose Calculations	Provisional 62/832,814	4/11/2019
		112453-8012.US00	
Companion Medical, Inc.	Patent Pending - Prime Differentiation in Medication Delivery System	Provisional 62/835,390	4/17/2019
		112453-8013.US00	
Companion Medical, Inc.	Patent Pending - Methods for Self-Evaluation of Hardware and Software for Safety-Critical Medical Devices	Provisional 62/842,336	5/2/2019
		112453-8014.US00	
Companion Medical, Inc.	Patent Pending - Continuous Glucose Monitoring Trend-Enabled Dose Calculator	Provisional 62/846,397	5/10/2019
		112453-8015.US00	
Companion Medical, Inc.	Patent Pending – Insulin Pen (US Design App)	US: 29/647,370	5/11/2018
		112453-8101.US00	

Companion Medical, Inc.	Patent Pending – Insulin Pen (Canada Design App)	CA Design App 184,626	11/9/2018
Companion Medical, Inc.	Registered – Insulin Pen (Europe Design App)	112453-8101.CA00 EM Design App 005822293 112453-8101.EM00 112453-8101.EM01 Registration No's: #005822293-0001 #005822293-0002	11/12/2018
Companion Medical, Inc.	Patent Pending – Display Screen With Graphical User Interface (US Design App)	US Design App 29/654,063	6/20/2018
Companion Medical, Inc.	Patent Pending – Display Screen With Graphical User Interface (Canada Design App)	112453-8102.US00 CA Design App 185,446	12/19/2018
Companion Medical, Inc.	Registered – Display Screen With Graphical User Interface (Europe Design App)	112453-8102.CA00 EM Design App 005935038 112453-8102.EM00 Registration No's: #005935038-0001	12/19/2018

EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Companion Medical, Inc.	InPen Trademark	Reg. No. 4,942,959	Registration Filing date: 4/19/2016
Companion Medical, Inc.	InPen Trademark Application	87349386	Filing date: 2/24/2017