

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OMADA HEALTH, INC.		05/18/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PERCEPTIVE CREDIT HOLDINGS III, LP, as Administrative Agent		
Street Address:	51 Astor Place, 10th Floor		
Internal Address:	c/o Perceptive Advisors LLC		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4615176	O	
Registration Number:	4734936	MORE SCIENCE. LESS FICTION.	
Registration Number:	4615177	O OMADA	
Registration Number:	4581707	PREVENT	
Registration Number:	4621494	OMADA	
CORRESPONDENCE DATA			
Fax Number:	2124687900		
<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:	2123364168		
Email:	hcheng@mofo.com		
Correspondent Name:	Miranda Melendez		
Address Line 1:	250 West 55th Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	72295-48		
NAME OF SUBMITTER:	Miranda Melendez		
SIGNATURE:	/Miranda Melendez/		
DATE SIGNED:	05/18/2020		

CH \$140.00 4615176

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 18, 2020 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as May 18, 2020 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

OMADA HEALTH, INC.

By: 

Name: Sean Duffy

Title: Chief Executive Officer

Address:

500 Sansome St. #200

San Francisco, CA 94111

Attn: Chief Financial Officer

Tel: 415-713-1387

Email: sarah.blanchard@omadahealth.com

TRADEMARK

REEL: 006941 FRAME: 0385

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS III, LP, as Collateral Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By S. Dixit
Name: Sandeep Dixit
Title: Chief Credit Officer


By _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and PCOFReporting@perceptivelife.com

Accepted and Agreed:
PERCEPTIVE CREDIT HOLDINGS III, LP, as Collateral Agent



By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By _____
Name: Sandeep Dixit
Title: Chief Credit Officer

By  _____
Name: Sam Chawla
Title: Portfolio Manager

Perceptive Credit Holdings III, LP
c/o Perceptive Advisors LLC
51 Astor Place, 10th Floor
New York, NY 10003
Attn: Sandeep Dixit
Email: Sandeep@perceptivelife.com and PCOFReporting@perceptivelife.com

TRADEMARKSTrademark Registrations

Trademark	Serial No.	Registration No.	Class(es)	Owner
	86116243	4615176	9, 42, 44, 45	Omada Health, Inc.
MORE SCIENCE. LESS FICTION.	86404243	4734936	42, 44	Omada Health, Inc.
	86116504	4615177	9, 42, 44, 45	Omada Health, Inc.
PREVENT	86041597	4581707	9	Omada Health, Inc.
OMADA	85463982	4621494	9, 42, 44, 45	Omada Health, Inc.