

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZENSE-LIFE, INC.		06/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Medtronic MiniMed, Inc.		
Street Address:	c/o Medtronic, Inc., Medtronic Operational Headquarters		
Internal Address:	710 Medtronic Parkway		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55432-5604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88079632	ZENSE	
Serial Number:	87961106	YOUR GLUCOSE INTUITION	
Serial Number:	87961093	YOUR GLUCOSE INTUITION	
CORRESPONDENCE DATA			
Fax Number:	6124927077		
<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:	6124927000		
Email:	plarson@fredlaw.com		
Correspondent Name:	Patricia A. Larson, Senior Paralegal		
Address Line 1:	Fredrikson & Byron, P.A.		
Address Line 2:	200 S. Sixth Street, Suite 4000		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Patricia A. Larson		
SIGNATURE:	/Patricia A. Larson/		
DATE SIGNED:	06/30/2020		
Total Attachments: 7			
source=IP Security Agreement ZENSE LIFE INC#page1.tif			
source=IP Security Agreement ZENSE LIFE INC#page2.tif			

OP \$90.00 88079632

source=IP Security Agreement ZENSE LIFE INC#page3.tif
source=IP Security Agreement ZENSE LIFE INC#page4.tif
source=IP Security Agreement ZENSE LIFE INC#page5.tif
source=IP Security Agreement ZENSE LIFE INC#page6.tif
source=IP Security Agreement ZENSE LIFE INC#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of June 17, 2020 by and between ZENSE-LIFE, INC., a Delaware corporation (“**Grantor**”) and Medtronic MiniMed, Inc., a Delaware corporation (“**Secured Party**”).

RECITALS

A. Secured Party and Grantor are entering into a Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

B. The Obligations are secured by the Collateral, as defined in the Security Agreement, including without limitation, all of Grantor’s Patents, Trademarks and Copyrights (collectively, “**Intellectual Property**”).

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

AGREEMENT

To secure the Obligations, Grantor grants Secured Party 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, respectively, are complete and accurate as of the date hereof.

Grantor hereby authorizes Secured Party 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.

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 Delaware and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by their respective duly authorized officers as of the first date written above.

GRANTOR:

ZENSE-LIFE INC.

By: Leif Bowman

Title: Leif Bowman

Name: President & Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006983 FRAME: 0853

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

SECURED PARTY:

MEDTRONIC MINIMED, INC.

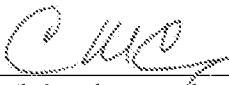
By:  _____
Name: Christopher M. Cleary
Title: Vice President, Corporate Development

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
--------------------	--------------------------------	--------------------------

None.

EXHIBIT B**Patents****UNPUBLISHED PATENT APPLICATIONS**

TITLE	SERIAL NO.	FILING DATE
CONTINUOUS GLUCOSE MONITORING DEVICE	62/653,821	April 6, 2018
METABOLIC MONITORING SYSTEM	62/659,537	April 18, 2018
ENHANCED MEMBRANE LAYERS FOR THE WORKING ELECTRODE OF A CONTINUOUS BIOLOGICAL SENSOR	62/796,842	January 25, 2019
CARBON WORKING ELECTRODE FOR A CONTINUOUS BIOLOGICAL SENSOR	62/796,832	January 25, 2019
WORKING ELECTRODE FOR A CONTINUOUS BIOLOGICAL SENSOR	63/021,212	May 7, 2020
STERILIZABLE METABOLIC ANALYTE SENSOR	63/037,072	June 10, 2020

APPLICATIONS

TITLE	COUNTRY OR JURISDICTION	APPLN. NO.	FILING DATE	PUB NUMBER	PUB DATE
CONTINUOUS GLUCOSE MONITORING DEVICE	International	PCT/US19/25962	April 5, 2019	WO 2019/195661	
ENHANCED SENSOR FOR A CONTINUOUS BIOLOGICAL MONITOR	International	PCT/US19/26028	April 5, 2019	WO 2019/195704	
ENHANCED SENSOR FOR A CONTINUOUS BIOLOGICAL MONITOR	United States	16/375,873	April 5, 2019	US2019/0310218	
ENHANCED INTERFERENCE MEMBRANE FOR A WORKING ELECTRODE OF A CONTINUOUS BIOLOGICAL SENSOR	United States	16/375,875	April 5, 2019	US2019/0310219	
ENHANCED GLUCOSE LIMITING MEMBRANE FOR A WORKING ELECTRODE OF A CONTINUOUS BIOLOGICAL SENSOR	United States	16/375,877	April 5, 2019	US2019/0307379	
ENHANCED ENZYME MEMBRANE FOR A WORKING	United States	16/375,880	April 5, 2019	US2019/0310220	

TITLE	COUNTRY OR JURISDICTION	APPLN. NO.	FILING DATE	PUB NUMBER	PUB DATE
ELECTRODE OF A CONTINUOUS BIOLOGICAL SENSOR					
ENHANCED CARBON-ENZYME MEMBRANE FOR A WORKING ELECTRODE OF A CONTINUOUS BIOLOGICAL SENSOR	United States	16/375,884	April 5, 2019	US2019/0307375	
CARBON WORKING ELECTRODE FOR A CONTINUOUS BIOLOGICAL SENSOR	United States	16/375,887	April 5, 2019	US2019/0310222	
CONTINUOUS GLUCOSE MONITORING DEVICE	United States	16/375,891	April 5, 2019	US2019/0307380	
ENHANCED SENSOR FOR A CONTINUOUS BIOLOGICAL MONITOR	United States	16/375,873	April 5, 2019	US2019/0310218	
CONTINUOUS GLUCOSE MONITORING DEVICE	United States	16/375,895	April 5, 2019	US2019/0307381	
METABOLIC MONITORING SYSTEM	International	PCT/US19/27731	April 16, 2019	WO 2019/204344	
METABOLIC MONITORING SYSTEM	United States	16/386,021	April 16, 2019	US2019/0320976	

PATENTS

TITLE	APPLN. NO.	FILING DATE	PATENT NUMBER	PATENT DATE
None.				

EXHIBIT C

Trademarks

Mark	Application Number	Application Date	Registration Number	Registration Date
ZENSE (Classes 9 and 10)	88/079,632	August 15, 2018		
YOUR GLUCOSE INTUITION (Class 9)	87/961,106	June 13, 2018		
YOUR GLUCOSE INTUITION (Class 10)	87/961,093	June 13, 2018		
ZENSE (International)			1455797	February 15, 2019
YOUR GLUCOSE INTUITION (Class 9) (International)			1447438	December 12, 2018
YOUR GLUCOSE INTUITION (Class 10) (International)			1449313	December 12, 2018

69753035 v6