

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Senseonics, Incorporated		08/14/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. Washington Street		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	86695079	EVERSENSE	
Serial Number:	87025094	EVERSENSE	
Serial Number:	86695085	EVERSENSE	
Serial Number:	86755445	EVERSENSE	
Serial Number:	87077093	EVERSENSE	
Serial Number:	86755442	EVERSENSE	
Serial Number:	87025099	EVERSENSE NOW	
Serial Number:	87025103	EVERSENSE NOW	
Serial Number:	85720986	S	
Serial Number:	85720982	S	
Serial Number:	85687899	SENSEONICS	
Serial Number:	85687894	SENSEONICS	
Serial Number:	85720980	SENSEONICS	
Serial Number:	85720972	SENSEONICS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			

OP \$365.00 86695079

Phone: 2129061209
Email: JESSICA.BAJADA-SILVA@LW.COM
Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA
Address Line 1: 885 THIRD AVE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 062725-0008

NAME OF SUBMITTER: Jessica Bajada-Silva

SIGNATURE: /s/ Jessica Bajada-Silva

DATE SIGNED: 08/14/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) dated as of August 14, 2020, is made by SENSEONICS, INCORPORATED, a Delaware corporation, and SENSEONICS HOLDINGS, INC., a Delaware corporation (individually and collectively, the “Grantor”), in favor of Alter Domus (US) LLC (together with its successors and assigns, “Collateral Agent”) in its capacity as collateral agent for the Purchasers (as defined below).

RECITALS

A. Grantor has entered into a Note Purchase Agreement with certain financial institutions party thereto from time to time (the “Purchasers”) and Collateral Agent, in its capacity as collateral agent for the Purchaser, dated as of August 9, 2020 (as amended, restated, or otherwise modified from time to time, the “Note Purchase Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase Agreement, Grantor has granted to Collateral Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, and has agreed to enter into this Agreement with the Collateral Agent for purposes of recording the grant of the security interest certain Intellectual Property included in the Collateral with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations and Guaranteed Obligations, as applicable, Grantor grants and pledges to Collateral Agent for the ratable benefit of the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, trade secret rights and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable), including, without limitation, any rights to unpatented inventions, know-how, operating manuals; ideas, formulas, compositions, inventor’s notes, discoveries and improvements, manufacturing and production processes and techniques, testing information, research and development information, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information;

(c) Any and all software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing, including any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source or object code; (b)

databases and compilations in any form, including any and all data and collections of data, whether machine readable or otherwise; (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, including Internet web sites, web content and links, source code, object code, operating systems and specifications, data, databases, database management code, utilities, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms, development tools, library functions, compilers, and data formats, all versions, updates, corrections, enhancements and modifications thereof, and (d) all related documentation, user manuals, training materials, developer notes, comments and annotations related to any of the foregoing (collectively, the “Technologies”);

(d) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(e) Any and all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, continuations-in-part, renewals, reissues, re-examination certificates, utility models, and extensions of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(f) Any and all trademarks, service mark rights, trade names and other identifiers indicating the business or source of goods or services, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor and each of its Subsidiaries connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(g) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(h) Any and all claims for damages by way of past, present and future infringement, misappropriation, dilution or other violation of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said infringement, misappropriation, dilution or other violation of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Technologies, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, renewals and extensions of any of the Copyrights, Technologies, Trademarks, Patents, or Mask Works;

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(l) All rights of priority, and all other rights arising thereunder or pertaining thereto throughout the world.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include (a) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is effective under Section 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity) and (b) any intent-to-use Trademark application prior to the filing and acceptance of a ‘statement of use’ or an ‘amendment to allege use’ with respect thereto, to the extent, if any, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such “intent-to-use” application under applicable federal law.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

Grantor hereby authorizes Collateral Agent (at the direction of the Required Purchasers) to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Note Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without the Required Purchasers' express prior written consent, and any such attempted assignment shall be void and of no effect. Collateral Agent may only assign, transfer, or endorse its rights hereunder pursuant to the terms of the Note Purchase Agreement, and all of such rights shall inure to the benefit of Collateral Agent's successors and assigns.

6. Governing Law. This Agreement has been negotiated and delivered to Collateral Agent in the State of New York, and shall have been accepted by Collateral Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

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.

GRANTOR:

SENSEONICS HOLDINGS, INC.

By Nick Tressler
Name: Nick Tressler
Title: Chief Financial Officer

SENSEONICS, INCORPORATED

By Nick Tressler
Name: Nick Tressler
Title: Chief Financial Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007022 FRAME: 0173

COLLATERAL AGENT:

ALTER DOMUS (US) LLC

By: J. K.

Name: Jon Kirschmeier

Title: Associate Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007022 FRAME: 0174

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Registration No.	Publication No.	Application No.	Case Ref.	Owner
6400974		09/605706	2232-0136US	Senseonics, Incorporated
7135342	US-2002-	10/137329	2232-0149US-	Senseonics, Incorporated
6940590	US-2003-	10/316188	2232-0161US-	Senseonics, Incorporated
7800078		10/824587	2232-	Senseonics, Incorporated
7713745	US-2005-	10/822670	2232-0195US	Senseonics, Incorporated
7375347	US-2005-	10/831346	2232-0196US	Senseonics, Incorporated
9717413	US-2011-	13/171711	2232-0198US-	Senseonics, Incorporated
7157723	US-2005-	10/823781	2232-0203US	Senseonics, Incorporated
8073548	US-2006-	10/923698	2232-0204US	Senseonics, Incorporated
7078554	US-2005-	10/956133	2232-0212US	Senseonics, Incorporated
7190445	US-2005-	11/165129	2232-0227US	Senseonics, Incorporated
7227156	US-2006-	11/254731	2232-0238US	Senseonics, Incorporated
7405387	US-2007-	11/646266	2232-0253US-	Senseonics, Incorporated
7939832	US-2008-	12/043289	2232-0257US-	Senseonics, Incorporated
7851225	US-2008-	11/948419	2232-0260US	Senseonics, Incorporated
7822450	US-2008-	11/953166	2232-	Senseonics, Incorporated
8502167	US-2009-	12/123087	2232-	Senseonics, Incorporated
7755022	US-2009-	12/180745	2232-0273US	Senseonics, Incorporated
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8143068	US-2011-	12/966693	2232-	Senseonics, Incorporated
8415184	US-2012-	13/103561	2232-	Senseonics, Incorporated
9693714	US-2013-	13/761839	2232-	Senseonics, Incorporated
9681824	US-2012-	13/421013	2232-0313US	Senseonics, Incorporated
10674937	US-2018-	15/623474	2232-	Senseonics, Incorporated
9427181	US-2014-	14/142000	2232-0333US	Senseonics, Incorporated
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9498156	US-2014-	14/279759	2232-	Senseonics, Incorporated
9963556	US-2015-	14/489728	2232-0342US	Senseonics, Incorporated
10435517	US-2018-	15/947576	2232-	Senseonics, Incorporated
9241660	US-2013-	13/705816	2232-0343US	Senseonics, Incorporated
8648356	US-2013-	13/858532	2232-0346US	Senseonics, Incorporated
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9814389	US-2015-	14/580289	2232-	Senseonics, Incorporated
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9867540	US-2015-	14/453230	2232-	Senseonics, Incorporated
9778190	US-2016-	14/807033	2232-	Senseonics, Incorporated
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10575793	US-2017-	15/485410	2232-	Senseonics, Incorporated
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10102178	US-2017-	15/482141	2232-	Senseonics, Incorporated
10318472	US-2018-	16/105596	2232-	Senseonics, Incorporated
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		62/935140	2232-0473US	Senseonics, Incorporated
		62/941083	2232-0484US	Senseonics, Incorporated
		62/934112	2232-0496US	Senseonics, Incorporated
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		62/994809	2232-0509US	Senseonics, Incorporated
		63/044994	2232-0510US	Senseonics, Incorporated
		15/836085		Senseonics, Incorporated

EXHIBIT C

Trademarks

<i>Trademark</i>	<i>Country</i>	<i>Class</i>	<i>App. Date</i>	<i>App. No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
EVERSENSE	United States	10	7/16/2015	8669507 9	3/13/201 8	5423802	Registered	Senseonics, Incorporated
EVERSENSE	United States	42	5/4/2016	8702509 4	10/23/20 18	5590731	Registered	Senseonics, Incorporated
EVERSENSE	United States	9	7/16/2015	8669508 5	9/27/201 6	5050956	Registered	Senseonics, Incorporated
EVERSENSE (stylized)	United States	10	9/14/2015	8675544 5	3/13/201 8	5423830	Registered	Senseonics, Incorporated
EVERSENSE (stylized)	United States	42	6/20/2016	8707709 3	10/23/20 18	5590760	Registered	Senseonics, Incorporated
EVERSENSE (stylized)	United States	9	9/14/2015	8675544 2	9/27/201 6	5051167	Registered	Senseonics, Incorporated
EVERSENSE NOW	United States	42	5/4/2016	8702509 9	12/18/20 18	5633324	Registered	Senseonics, Incorporated
EVERSENSE NOW	United States	9	5/4/2016	8702510 3	12/18/20 18	5633325	Registered	Senseonics, Incorporated
S (stylized)	United States	10	9/5/2012	8572098 6	4/26/201 6	4946477	Registered	Senseonics, Incorporated
S (stylized)	United States	9	9/5/2012	8572098 2	4/26/201 6	4946476	Registered	Senseonics, Incorporated
SENSEONICS	United States	10	7/26/2012	8568789 9	4/12/201 6	4937006	Registered	Senseonics, Incorporated
SENSEONICS	United States	9	7/26/2012	8568789 4	4/26/201 6	4946452	Registered	Senseonics, Incorporated
SENSEONICS Logo	United States	10	9/5/2012	8572098 0	4/12/201 6	4937020	Registered	Senseonics, Incorporated
SENSEONICS Logo	United States	9	9/5/2012	8572097 2	4/26/201 6	4946475	Registered	Senseonics, Incorporated

EXHIBIT D

Mask Works

None.