

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LumiraDx International Ltd		03/29/2021	Private Limited Liability Company: ENGLAND AND WALES
Lumiradx UK Ltd		03/29/2021	Private Limited Liability Company: ENGLAND AND WALES

## RECEIVING PARTY DATA

<b>Name:</b>	BioPharma Credit PLC
<b>Street Address:</b>	c/o Beaufort House
<b>Internal Address:</b>	51 New North Road
<b>City:</b>	Exeter
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	EX4 4EP
<b>Entity Type:</b>	Public Limited Company: ENGLAND AND WALES

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5754450	LUMIRADX
<b>Registration Number:</b>	6182361	LUMIRADX
<b>Serial Number:</b>	87445777	LUMIRATEK
<b>Serial Number:</b>	87445772	LUMIRADX
<b>Serial Number:</b>	87400539	LUMIRADX
<b>Serial Number:</b>	87400541	

## CORRESPONDENCE DATA

**Fax Number:** 2126983599  
*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:** 2126983500  
**Email:** patents@dechert.com  
**Correspondent Name:** Dechert LLP  
**Address Line 1:** Three Bryant Park  
**Address Line 2:** 1095 Avenue of the Americas, 26th Floor

CH \$165.00 5754450

**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 403789-182218

**NAME OF SUBMITTER:** Michael Riego

**SIGNATURE:** /Michael Riego/

**DATE SIGNED:** 03/30/2021

**Total Attachments: 13**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of March 29, 2021, is made by LumiraDx International Ltd, a private company with limited liability incorporated under the laws of England and Wales with company number 09124383; LumiraDx UK Ltd, a private company with limited liability incorporated under the laws of England and Wales with company number 09206123 and each other grantor signatory hereto (individually and collectively, the “Grantor”), in favor of Biopharma Credit PLC, in its capacity as collateral agent for the Lenders and the other Secured Parties (as defined below) (together with its successors and assigns, “Agent”).

RECITALS

A. Grantor has entered into a Loan Agreement with Borrower, the lenders party thereto from time to time (the “Lenders”), Agent, in its capacity as collateral agent for itself and the Lenders and the other Secured Parties, and the Guarantors party thereto from time to time, dated on or around the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has: (i) granted to Agent, for its benefit and the benefit of the Lenders and the other 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 (ii) entered into an intercreditor agreement dated on or around the date hereof between, amongst others, the Existing Convertible Indebtedness holders, Parent, Grantor and certain other entities party thereto from time to time as original debtors and Agent in its capacity as collateral agent for itself and the Lenders and the other Secured Parties (the “Intercreditor Agreement”).

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 the Secured Liabilities (as defined in the Intercreditor Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Secured Liabilities (as defined in the Intercreditor Agreement), Grantor grants and pledges to Agent, for its benefit and the benefit of the Lenders and the other Secured Parties, a 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, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

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

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

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) 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");

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

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

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

(j) 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.

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 Agent.

Grantor hereby authorizes Agent 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. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Intercreditor Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement and/or the Intercreditor Agreement (as applicable) shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Intercreditor Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit any such rights or 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 Agent's express prior written consent, and any such attempted assignment shall be void and of no effect. Agent may assign, transfer, or endorse all or any of its rights or interests hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and any and all of such rights and interests shall inure to the benefit of Agent's successors and assigns.

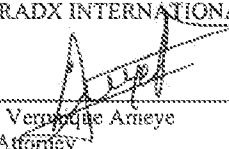
6. Governing Law. This Agreement has been negotiated and delivered to Agent in the State of New York, and shall have been accepted by Agent in the State of New York. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, excluding conflict 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:

LUMIRADX INTERNATIONAL LTD

By:   
Name: Veronique Ameye  
Title: Attorney

LUMIRADX UK LTD

By:   
Name: Veronique Ameye  
Title: Director

*{Lumira - Signature Page to Intellectual Property Security Agreement}*

AGENT:

BIOPHARMA CREDIT PLC

By: Pharmakon Advisors, LP,  
its Investment Manager

By: Pharmakon Management I, LLC,  
its General Partner

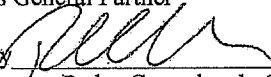
By:   
Name: Pedro Gonzalez de Cosio  
Title: Managing Member

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country
LumiraDx UK Ltd	PE953884U S	13/820928	US20130309778 US10376881	Assay Device	United States of America
LumiraDx UK Ltd	PE953884U SA	US15/366,717 Divisional of US13/820,928	US20170080420 US9919313	Assay Device and Reader	United States of America
LumiraDx UK Ltd	PE953884U SB	16/416,761	US20200078784	Assay Device	United States of America
LumiraDx UK Ltd	LDX-001C1	Continuation of US13/820,928			
LumiraDx UK Ltd	PE954360U S	13/983650	US20140017709	Microfluidics based assay device/method	United States of America
LumiraDx UK Ltd	PE954360U SA	15/155594	N/A	Microfluidics based assay device/method	United States of America
LumiraDx UK Ltd	763.15/L	16313750		2019/0226015	United States of America
LumiraDx UK Ltd	PE957411U S (LDX-003)	16/313633	US 2019/0160460 A1		United States of America
LumiraDx UK Ltd	774.09/L	16/956552		Improvements in or relating to amplification of nucleic acids	United States of America
LumiraDx UK Ltd	PE959306W O	PCT/GB2019/053207	WO/2020/099861	A Magnetic Assembly for use in a	PCT Designating

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country
LumiraDx UK Ltd	DE959362U SA	29/690164		Strip Designs	United States of America
LumiraDx UK Ltd	DE959362U SA			Device for Conducting Assays	the United States of America
LumiraDx UK Ltd	DE959362U SA			Strip Designs	United States of America
LumiraDx UK Ltd	DE959362U SA			Strip Designs - Transparent	United States of America
LumiraDx UK Ltd	DE959362U SB	29/769333		Reader Design	United States of America
LumiraDx UK Ltd	776.01/L	62/864.837		Nicking Enzyme plus Rb	United States of America
LumiraDx UK Ltd	776.02/L	GB2020/05139 0	WO2020/254784 A2	Nicking Enzyme plus Rb	United States of America
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LumiraDx UK Ltd	LUM-101US01	13/840098	US9734304	Versatile Sensors With Data Fusion Functionality	United States of America
LumiraDx UK Ltd	LUM-105US00	14/757584	US9700222	Health-Monitor Patch	United States of America
LumiraDx UK Ltd	LUM-105US01	15/266767	US9700223	Health-Monitor Patch	United States of America
LumiraDx UK Ltd	LUM-105US03	15/612113	US9854986	Health-Monitor Patch	United States of America
LumiraDx UK Ltd	LUM-105US04	15/610974	US10,022,061	Health-Monitor Patch	United States of America
LumiraDx UK Ltd	LUM-105US05	16/000,529	US20180279901	Activity-dependent multi-mode physiological sensor	United States of America
LumiraDx UK Ltd	LUM-105US06	16/913,313	US10695004	A Health Monitor Patch	United States of America
LumiraDx UK Ltd	LUM-106US01	09/382049	US6336365	Low-Cost Accelerometer	United States of America
LumiraDx UK Ltd	LUM-108US01	09/779900	US7187924	Intelligent Data Network With Power Management Capabilities	United States of America
LumiraDx UK Ltd	LUM-108US02	11/402182	US7466979	Intelligent Data Network With Power Management	United States of America

Registered Owner	Case Ref.	Official No.	Publication Number	Title	Country
LumiraDx UK Ltd	LUM-108US03	12/315729	US7937121	Capabilities Intelligent Data Network With Power Management Capabilities	United States of America
LumiraDx UK Ltd	LUM-108US04	13/083869	US8150424	Intelligent Data Network With Power Management Capabilities	United States of America
LumiraDx UK Ltd	LUM-108US05	13/351674	US8606338	Intelligent Data Network With Power Management Capabilities	United States of America
LumiraDx UK Ltd	LUM-108US06	14/062242	US9848386	Intelligent Data Network With Power Management Capabilities	United States of America
LumiraDx UK Ltd	LUM-004	15/310,950	10,323,067		United States of America

EXHIBIT C

Trademarks

<b>Registered Owner</b>	<b>Country</b>	<b>Trade Mark</b>	<b>App/Reg No.</b>	<b>Date</b>	<b>Class(es)</b>
LumiraDx International Ltd	United States of America (Madrid)	LUMIRATEK	1311617	22-Feb-16	10, 35, 44
LumiraDx International	United States of America	LUMIRADX	5754450	21-May-2019	09,42
LumiraDx International Ltd	United States of America	LUMIRADX	6182361	27-Oct-20	10, 44
LumiraDx International Ltd	United States of America	LUMIRATEK	87445777	11-May-2017	6, 18, 44, 46, 51, 52
LumiraDx International Ltd	United States of America	LUMIRADX	87445772	11-May-2017	6, 18, 44, 46, 51, 52
LumiraDx International Ltd	United States of America	LUMIRADX & Device	87400539	6-Apr-2017	6, 18, 21, 23, 26, 36, 38, 39, 44, 46, 51, 52, 100, 101
LumiraDx International Ltd	United States of America	Flame Device	87400541	6-Apr-2017	6, 18, 21, 23, 26, 36, 38, 39, 44, 46, 51, 52, 100, 101
LumiraDx International Ltd	United States of America	LUMIRATEK	5268376	22-Aug-2017	26, 39, 44, 100, 101, 102

EXHIBIT D

Mask Works

None.