

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM678198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLOOKO, INC.		09/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SLR INVESTMENT CORP., AS COLLATERAL AGENT		
<b>Street Address:</b>	500 PARK AVENUE, 3RD FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4246904	GLOOKO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7145401235		
<b>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/KJA/		
<b>DATE SIGNED:</b>	09/30/2021		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (“Agreement”) dated as of September 30, 2021, is made by Glooko, Inc., a Delaware corporation (the “Grantor”), in favor of SLR Investment Corp., in its capacity as collateral agent for the Lenders (as defined below) (together with its successors and assigns, “Agent”).

### RECITALS

A. Grantor has entered into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Loan Agreement”) with certain financial institutions party thereto (the “Lenders”) and Agent, in its capacity as collateral agent for itself and the Lenders. 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 granted to Agent for its benefit and the benefit of the Lenders 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.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent for its benefit and the benefit of the Lenders 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 the U.S. copyright applications set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, trade secret rights, including, without limitation, any rights to unpatented inventions, know how, and operating manuals and any and all intellectual property rights in computer software and computer software products, in each case 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, now or hereafter existing, created, acquired or held, including without limitation the U.S. patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark 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 and each of its Subsidiaries connected with and symbolized by such trademarks, now or hereafter existing, created, acquired or held, including without limitation the U.S. trademark registrations and applications 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 the U.S. mask work registrations 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not and shall not include any Excluded Property<sup>1</sup>.

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, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Termination; Release of Liens.

a. The foregoing grant of a security interest in the Intellectual Property Collateral and Agent's liens on such Intellectual Property Collateral shall terminate and be automatically released upon the following, as applicable:

i. (A) if such Intellectual Property Collateral is sold or otherwise disposed of by Borrower or any Guarantor in a transaction permitted by the Loan Documents (including pursuant to a valid waiver or consent), (B) if such Intellectual Property Collateral is or becomes subject to a Lien that is expressly permitted under clause (c) of the definition of the term "Permitted Lien" in the Loan Agreement and (C) upon the Termination Date (as defined in the Loan Agreement).

ii. If any Subsidiary of Grantor becomes a party hereto as a grantor of Intellectual Property Collateral, upon the sale or transfer of all of the stock of such Subsidiary in a transaction permitted under the Loan Documents (including pursuant to a valid waiver or consent), to the extent that, after giving effect to such transaction, such Subsidiary would not be required to guaranty any Obligations pursuant to any Loan Document.

b. In connection with any termination or release pursuant to the foregoing Section 4(a), Agent shall, at the sole cost and expense of the Grantor promptly execute (if applicable) and deliver, if requested by any Grantor, to such Grantor, all security interest termination and release agreements for filing with the United States

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<sup>1</sup> NTD: As with the general security interest grant in the LSA, all Excluded Property should be excluded from the Intellectual Property Collateral.

Patent and Trademark Office and United States Copyright Office, as applicable) that such Grantor shall reasonably request to evidence and/or effectuate such termination or release.

c. Agent shall have no liability whatsoever as the result of any release of any Intellectual Property Collateral by it in accordance with (or which Agent in good faith believes to be in accordance with) the terms of this Section 4.

5. 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.

6. 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 its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Agent's successors and assigns.

7. 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.

8. Electronic Execution of Certain Other Documents. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby (including without limitation assignments, assumptions, amendments, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[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:

GLOOKO, INC.

DocuSigned by:  
*Russ Johannesson*  
.....06011FFEAC724D6...

By: Russ Johannesson

Title: Chief Executive Officer

AGENT:

SLR INVESTMENT CORP., A MARYLAND  
CORPORATION



By: Anthony Sciacca

Title: Authorized Signatory

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 007438 FRAME: 0449**

EXHIBIT A

Copyrights

None.



EXHIBIT B

Issued U.S. Patents

<b>Title</b>	<b>Status</b>	<b>Grant Date</b>	<b>Patent No.</b>	<b>Owner</b>
SYSTEMS AND METHODS FOR CAPTURING AND ANALYZING HYPOGLYCEMIC EVENT DATA	Granted	6/18/2019	10321859	Glooko, Inc.
SYSTEM AND METHOD FOR DETERMINING AND PROVIDING ACTIVITY RECOMMENDATIONS	Granted	8/6/2019	10373519	Glooko, Inc.
METHOD AND SYSTEM FOR PROCESSING INFORMATION	Granted	3/22/2016	9292475	Glooko, Inc.

Pending U.S. Patent Application

<b>Title</b>	<b>Status</b>	<b>Filed Date</b>	<b>Application Number</b>	<b>Owner</b>
SYSTEMS AND METHODS FOR CAPTURING AND ANALYZING HYPOGLYCEMIC EVENT DATA	Published	6/18/2019	16/444088	Glooko, Inc.

EXHIBIT C

Registered U.S. Trademarks

<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>	<b>Owner Name</b>
GLOOKO	11/20/2012	4246904	Glooko, INC.

EXHIBIT D

Mask Works

None.