

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730243

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TANDEM DIABETES CARE, INC.		05/18/2022	Corporation: DELAWARE
SUGARMATE, LLC		05/18/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., as Administrative Agent
Street Address:	3075A Hansen Way
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	6660536	SUGARMATE
Registration Number:	6654628	
Registration Number:	6654627	SUGARMATE
Registration Number:	4158034	T:SLIM
Registration Number:	4218349	T TANDEM DIABETES CARE
Registration Number:	4218348	TANDEM DIABETES CARE
Registration Number:	4354600	T:CONNECT
Registration Number:	4800002	T:FLEX
Registration Number:	4685136	TOUCH SIMPLICITY
Registration Number:	4709715	MICRO-DELIVERY
Registration Number:	5013616	T:30
Registration Number:	4986972	T
Registration Number:	5651403	BASAL-IQ
Registration Number:	6029757	CONTROL-IQ
Registration Number:	5911930	T:SLIM
Registration Number:	5911929	TOUCH SIMPLICITY
Registration Number:	5906425	T TANDEM DIABETES CARE

OP \$565.00 6660536

Property Type	Number	Word Mark
Registration Number:	5906424	TANDEM DIABETES CARE
Registration Number:	6456121	T TANDEM DIABETES CARE
Registration Number:	5922265	BASAL-IQ
Registration Number:	6065018	CONTROL-IQ
Registration Number:	6132159	T TANDEM DIABETES CARE

CORRESPONDENCE DATA

Fax Number: 4044435599

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: 14044435647

Email: cfraser@mcguirewoods.com

Correspondent Name: Carol Fraser, Paralegal

Address Line 1: 1230 Peachtree Street, Suite 2100

Address Line 2: McGuireWoods LLP

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2068279.2127
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	05/25/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of May 18, 2022, is entered into by and among the Persons listed on the signature pages hereof (each a “Grantor” and collectively, the “Grantors”), and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Administrative Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of May 18, 2022 (the “Security Agreement”), by and among Tandem Diabetes Care, Inc., a Delaware corporation (the “Borrower”), the other Loan Parties from time to time party thereto, and the Administrative Agent.

B. The rules of construction and other interpretive provisions specified in the Security Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 5.2 of the Security Agreement, each Grantor has agreed to execute or otherwise authenticate this Trademark Security Agreement for recording the security interest granted under the Security Agreement to the Administrative Agent in such Grantor’s Trademarks with the United States Patent and Trademark Office.

Accordingly, the Administrative Agent and each Grantor agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in and to the United States Trademark registrations and applications set forth in Schedule A hereto (collectively, the “Collateral”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed to the Administrative Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. 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

(including by facsimile or other electronic transmission (i.e., a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

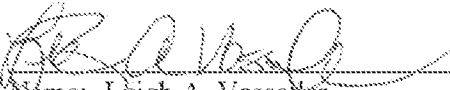
SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 11.02 of the Credit Agreement.

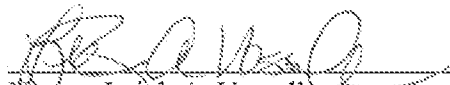
[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

TANDEM DIABETES CARE, INC., as a
Grantor

By: 
Name: Leigh A. Vosseller
Title: Executive Vice President, Chief
Financial Officer and Treasurer

SUGARMATE, LLC, as a Grantor

By: 
Name: Leigh A. Vosseller
Title: Executive Vice President, Chief
Financial Officer and Treasurer

BANK OF AMERICA, N.A., as Administrative Agent

By: *Sebastian Lurie*
Name: Sebastian Lurie
Title: Senior Vice President

**SCHEDULE A TO THE
TRADEMARK SECURITY AGREEMENT**

UNITED STATES TRADEMARKS AND TRADEMARK APPLICATIONS

Registered Owner	Mark	Country	Application No.	Registration No.	Registration Date	Expiration Date
SUGARMATE LLC	SUGARMATE	UNITED STATES	90/018,650	6,660,536	3/1/2022	Renewable
SUGARMATE LLC	SUGARMATE CIRCLE DESIGN	UNITED STATES	90/075,844	6,654,628	2/22/2022	Renewable
SUGARMATE LLC	SUGARMATE & Design	UNITED STATES	90/075,836	6,654,627	2/22/2022	Renewable
TANDEM DIABETES CARE, INC.	T:SLIM	UNITED STATES	77/439,261	4,158,034	6/12/2012	Renewable
TANDEM DIABETES CARE, INC.	T TANDEM DIABETES CARE & Horizontal Design	UNITED STATES	85/080,230	4,218,349	10/2/2012	Renewable
TANDEM DIABETES CARE, INC.	TANDEM DIABETES CARE	UNITED STATES	85/079,984	4,218,348	10/2/2012	Renewable
TANDEM DIABETES CARE, INC.	T:CONNECT	UNITED STATES	85/400,294	4,354,600	6/18/2013	Renewable
TANDEM DIABETES CARE, INC.	T:FLEX	UNITED STATES	85/580,036	4,800,002	8/25/2015	Renewable
TANDEM DIABETES CARE, INC.	TOUCH SIMPLICITY	UNITED STATES	85/727,089	4,685,136	2/10/2015	Renewable
TANDEM DIABETES CARE, INC.	MICRO-DELIVERY	UNITED STATES	85/852,794	4,709,715	3/24/2015	Renewable
TANDEM DIABETES CARE, INC.	T:30	UNITED STATES	86/457,735	5,013,616	8/2/2016	Renewable
TANDEM DIABETES CARE, INC.	T LOGO	UNITED STATES	86/776,136	4,986,972	6/28/2016	Renewable
TANDEM DIABETES CARE, INC.	BASAL-IQ	UNITED STATES	87/820,397	5,651,403	1/8/2019	Renewable
TANDEM DIABETES CARE, INC.	CONTROL-IQ	UNITED STATES	87/820,417	6,029,757	4/7/2020	Renewable
TANDEM DIABETES CARE, INC.	T:SLIM	UNITED STATES	88/095,661	5,911,930	11/19/2019	Renewable
TANDEM DIABETES CARE, INC.	TOUCH SIMPLICITY	UNITED STATES	88/095,649	5,911,929	11/19/2019	Renewable

TANDEM DIABETES CARE, INC.	T TANDEM DIABETES CARE & Horizontal Design	UNITED STATES	88/095,644	5,906,425	11/12/2019	Renewable
TANDEM DIABETES CARE, INC.	TANDEM DIABETES CARE	UNITED STATES	88/095,633	5,906,424	11/12/2019	Renewable
TANDEM DIABETES CARE, INC.	T TANDEM DIABETES CARE & Vertical Logo	UNITED STATES	88/103,712	6,456,121	8/17/2021	Renewable
TANDEM DIABETES CARE, INC.	BASAL-IQ	UNITED STATES	88/123,513	5,922,265	11/26/2019	Renewable
TANDEM DIABETES CARE, INC.	CONTROL-IQ	UNITED STATES	88/123,529	6,065,018	5/26/2020	Renewable
TANDEM DIABETES CARE, INC.	T TANDEM DIABETES CARE & Vertical Logo	UNITED STATES	88/976,147	6,132,159	8/18/2020	Renewable