

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aseko, Inc.		06/01/2022	Corporation: DELAWARE
Glytec, LLC		06/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Newlight Capital LLC, as Servicer		
Street Address:	1135 Kildaire Farm Road, Suite 200		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27511		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4605938	ASEKO	
Registration Number:	4749805	EGLYCEMIC MANAGEMENT SYSTEM	
Registration Number:	4796302	EGMS	
Registration Number:	4809037	GLUCOMETRICS	
Serial Number:	97065774	GLUCOMMANDER	
Registration Number:	4809039	GLUCOSURVEILLANCE	
Registration Number:	4748526	GLUCOVIEV	
Registration Number:	4885869	GLYCLOUD	
Registration Number:	4548175	GLYTEC	
Registration Number:	5438692	H2H	
Registration Number:	4809036	SMARTCLICK	
Registration Number:	5095858	THERAPY ADVISOR	
Registration Number:	3936159	GLUCOMMANDER	
Serial Number:	90611941	METER MAX	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6173417729
Email: katarzyna.gaysunas@morganlewis.com
Correspondent Name: Katarzyna Gaysunas
Address Line 1: 1 Federal Street
Address Line 2: c/o Morgan Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Gaysunas
SIGNATURE:	/Katarzyna Gaysunas/
DATE SIGNED:	06/06/2022

Total Attachments: 10

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is made by **ASEKO, INC.**, a Delaware corporation, and **GLYTEC, LLC**, a Delaware limited liability company (each individually, a “Grantor”, and collectively, the “Grantors”), and dated as of June 1, 2022, in favor of **NEWLIGHT CAPITAL LLC**, a North Carolina limited liability company, as servicer (“Servicer”), (i) for itself and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent (“Disbursing Agent”) and the Insurer, and (ii) as collateral agent for the benefit of the Trustee under the Trust Indenture.

WITNESSETH:

WHEREAS, the Grantors and Servicer entered into an Intellectual Property Security Agreement dated as of June 1, 2022 (as amended, restated, modified or supplemented from time to time, the “Intellectual Property Security Agreement”), and this Short Form Agreement is a supplement to the Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”), which sets forth the Grantors’ pledge of their intellectual property as a first priority security interest for certain indebtedness and other obligations of Grantors;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Grantors and Servicer hereby agree as follows:

1. GRANT OF SECURITY INTEREST.

Each Grantor hereby pledges, assigns and grants to Servicer (and its successors and assigns), (x)(i) for the benefit of the Servicer, (ii) as representative and for the benefit of the Insurer and (iii) as representative and for the benefit of Disbursing Agent, in order to secure prompt repayment and performance of any and all Obligations and in order to secure prompt performance by Grantors and each other Co-Obligor of each of their agreements, covenants and duties under the Disbursement Documents, and (y) as collateral agent for the benefit of the Trustee under the Trust Indenture in order to secure prompt repayment of any and all obligations of Grantors and each other Co-Obligor under the Trust Transaction Documents and in order to secure prompt performance by Grantors and each other Co-Obligor of each of their agreements, covenants and duties under the Trust Transaction Documents, a continuing security interest in and a lien upon, and a collateral assignment of, all of the following (being collectively referred to herein as the “IP Collateral”):

- a. all of its now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act,

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15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, 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 that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world, including, without limitation, all rights under and interests in any and all patent, copyright or trademark licenses, whether written or oral, with any other party, and whether such Grantor is a licensee or licensor under any such license (all of the foregoing are referred to, collectively, as the “Licenses”);
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation payments under any and all Licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including without limitation all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. To the extent that any Grantor creates or acquires any items of the type described in Section 1 after the date hereof, the same shall immediately constitute IP Collateral for purposes hereof from and after the date of such creation or acquisition and shall immediately be subject to the security interest and assignment set forth herein. Grantors shall give to Servicer written notice of any such creation or acquisition (that is not Excluded Property) within 15 days thereof. Upon the request of Servicer, Grantors shall promptly execute any and all assignments, agreements, instruments, documents and other papers as may be reasonably requested by Servicer to evidence and/or perfect the security interest in and collateral assignment of such items in favor of Servicer, including, without limitation, in Servicer’s discretion, a modification, amendment or supplement hereof or a new short form intellectual property security agreement with respect thereto.
- b. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, Commissioner of Copyrights and any other government officials to record this Short Form Agreement upon request of Servicer.
- c. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement, and the terms and provisions thereof are incorporated by reference herein. The rights and remedies of Servicer with respect to the security interests described herein are as provided by the Intellectual Property Security Agreement and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.

- d. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- e. All capitalized terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement and the Disbursing Agreement (as defined in the Intellectual Property Security Agreement) and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.
- f. This Short Form Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. Delivery of an executed signature page or counterpart (or electronic image or scan transmission (such as a "pdf" file) thereof), whether by facsimile transmission, email, similar form of electronic transmission or otherwise (and whether executed manually, electronically or digitally), shall be effective as delivery of a manually executed counterpart of this Short Form Agreement and shall create a valid and binding obligation of the party executing the same or on whose behalf such signature page or counterpart is executed.
- g. THIS SHORT FORM AGREEMENT SHALL BE GOVERNED BY NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF A STATE OTHER THAN NEW YORK.

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IN WITNESS WHEREOF, the undersigned have duly executed this Short Form Agreement as of the date first above written.

ASEKO, INC., as Grantor

DocuSigned by:
By: Edmond L Furlong
Name: Edmond Furlong
Title: President

GLYTEC, LLC, as Grantor

DocuSigned by:
By: Edmond L Furlong
Name: Edmond Furlong
Title: Manager

ACCEPTED AND AGREED:

NEWLIGHT CAPITAL LLC, as Servicer

By: Eric Berlin
Name: Eric Berlin
Title: Director

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Registered Trademarks and Trademark Applications:

<u>Company/ Subsidiary Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Company	ASEKO	U.S.	85/593,337	4/10/2012	4,605,938	9/16/2014
Company	EGLYCEMIC MANAGEMENT SYSTEM	U.S.	86/149,610	12/20/2013	4,749,805	6/2/2015
Company	EGMS	U.S.	86/272,587	5/6/2014	4,796,302	8/18/2015
Company	GLUCOMETRICS	U.S.	85/969,515	6/25/2013	4,809,037	9/8/2015
Company	GLUCOMMANDER	Canada	2125641	8/6/2021		
Company	GLUCOMMANDER	EU	018646245	1/28/2022		
Company	GLUCOMMANDER	U.S.	97/065,774	10/8/2021		
Company	GLUCOMMANDER	UK	UK00003748658	1/28/2022	UK0003748658	4/22/2022
Company	GLUCOSURVEILLANCE	U.S.	85/970,746	6/26/2013	4,809,039	9/8/2015
Company	GLUCOVIEW	U.S.	85/969,507	6/25/2013	4,748,526	6/2/2015
Company	GLYCLOUD	U.S.	86/659,686	6/11/2015	4,885,869	1/12/2016
Company	GLYTEC	U.S.	85/615,948	5/3/2012	4,548,175	6/10/2014
Company	H2H	U.S.	86/828,623	11/23/2015	5,438,692	4/3/2018
Company	METER MAX	U.S.	90/611,941	3/30/2021		
Company	SMARTCLICK	U.S.	85/969,495	6/25/2013	4,809,036	9/8/2015
Company	THERAPY ADVISOR	U.S.	86/271,660	5/5/2014	5,095,858	12/6/2016
Company	GLUCOMMANDER	U.S.	77/079,547	1/10/2007	3,936,159	3/29/2011

Registered Patent and Patent Applications:

<u>Company/ Subsidiary Inventors/Owner</u>	<u>Patent</u>	<u>Jurisdiction</u>	<u>App. No./ Publication No.</u>	<u>App. Date/ Publ'n Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Company	Computer Algorithm for Determining Insulin Dosage Schedules in Diabetic Patients	US	60/456,271	3/19/03		
Company	Method and system for determining insulin dosing schedules and carbohydrate-to-insulin ratios in diabetic patients	US	60/532,487	12/26/03		
Company	Determining Insulin Dosing Schedules and Carbohydrate-to-Insulin in Diabetic Patients	US	10/804,825	3/19/04	9,872,890	1/23/2018
Company	Method and system for determining insulin dosing schedules and carbohydrate-to-insulin ratios in diabetic patients	CA	2519249	3/19/04	2519249	11/27/2012
Company	Apparatus for periodically adjusting insulin therapy for diabetics and apparatus for	JP	2006-507366	3/19/04	4800928	8/12/2011

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	adjusting insulin dose parameters for diabetics in an insulin delivery device or in a physician's computer					
Company	Method And System For Determining Insulin Dosing Schedules And Carbohydrate-To-Insulin Ratios In Diabetic Patients	WIPO	PCT/US2004/008442	3/19/04		
Company	Method and system for determining insulin dosing schedules and carbohydrate-to-insulin ratios in diabetic patients	US	15/875,197	1/19/18		
Company	Advising Diabetes Medications	US	62/609,326	12/21/17	2018392922	
Company	Advising Diabetes Medications	US	16/222,415	12/17/18		
Company	Advising Diabetes Medications	WIPO	PCT/US2018/066025	12/17/18		
Company	Advising Diabetes Medications	AU	2018392922	12/17/18	2018392922	10/14/2021
Company	Advising Diabetes Medications	EU	18890897.4	12/17/18		
Company	Advising Diabetes Medications	CA	3086208	12/17/18		
Company	Advising Diabetes Treatments	US	63/269,181	3/11/22		
Company	Diabetes Management Therapy Advisor	US	62/207,613	8/20/15		
Company	Diabetes Management Therapy Advisor	WIPO	PCT/US2016/047806	8/19/16		
Company	Diabetes Management Therapy Advisor	US	15/241,703	8/19/16	9886556	2/6/2018
Company	Diabetes Management Therapy Advisor	AU	2016308953	8/19/16	2016308953	12/24/2020
Company	Diabetes Management Therapy Advisor	CA	2993275	8/19/16		
Company	Diabetes Management Therapy Advisor	EU	16837919.6	8/19/16		
Company	Diabetes Management Therapy Advisor	IL	256999	8/19/16	256999	10/1/2021
Company	Diabetes Management Therapy Advisor	JP	2018-509740	8/19/16	6858751	3/26/2021
Company	Diabetes Management Therapy Advisor	US	15/851,733	12/21/17	10380328	8/13/2019
Company	Diabetes Management Therapy Advisor	US	16/503,048	7/3/19	11200988	12/14/2021
Company	Diabetes Management Therapy Advisor	US	17/454,054	11/8/21		
Company	Insulin Management	US	61/934,300	1/31/14		
Company	Insulin Management	US	14/511,060	10/9/14	9486580	11/8/2016
Company	Insulin Management	US	14/524,756	10/27/14	9898585	2/20/2018
Company	Insulin Management	WIPO	PCT/US2015/011086	1/13/15		
Company	Insulin Management	AU	2015211352	1/13/15	2015211352	7/30/2019
Company	Insulin Management	CA	2926761	1/13/15		
Company	Insulin Management	DE	15743578.5	1/13/15	602015071470.9	7/21/2021
Company	Insulin Management	IL	246936	1/13/15	246936	5/29/2017
Company	Insulin Management	JP	2016-567332	1/13/15	6602784	10/18/2019
Company	Insulin Management	HK	16110587	1/13/15	1222357	12/10/2021
Company	Insulin Management	JP	2019-126913	1/13/15	6882383	5/10/2021
Company	Insulin Management	FR	15743578.5	1/13/15	3046599	7/21/2021
Company	Insulin Management	EU	15743578.5	1/13/15	3046599	7/21/2021
Company	Insulin Management	UK	15743578.5	1/13/15	3046599	7/21/2021
Company	Insulin Management	EU	21186597.7	1/13/15		
Company	Insulin Management	WIPO	PCT/US2015/011559	1/15/15		

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Company	Insulin Management	AU	2015211378	1/15/15	2015211378	8/28/2019
Company	Insulin Management	CA	2927855	1/15/15		
Company	Insulin Management	EU	15743902.7	1/15/15		
Company	Insulin Management	IL	246937	1/15/15	246937	7/1/2020
Company	Insulin Management	JP	2016-567333	1/15/15	6511072	4/12/2019
Company	Insulin Management	HK	16110096.4	1/15/15		
Company	Insulin Management	US	15/272,972	9/22/16	9,604,002	3/28/2017
Company	Insulin Management	US	15/342,102	11/2/16	9,710,611	7/18/2017
Company	Insulin Management	US	15/623,065	6/14/17	9,892,235	2/13/2018
Company	Insulin Management	US	15/856,363	12/28/17	11,311,213	
Company	Insulin Management	US	15/862,310	1/4/18	10,453,568	10/22/2019
Company	Insulin Management	US	16/109,508	8/22/18	10,811,133	10/20/2020
Company	Insulin Management	US	16/574,056	9/17/19		
Company	Insulin Management	US	17/028,713	9/22/20		
Company	Insulin Management	US	62/009,575	6/9/14		
Company	Insulin Management	US	14/524,918	10/27/14	9,233,204	1/12/2016
Company	Insulin Management	WIPO	PCT/US2015/011574	1/15/15		
Company	Insulin Management	AU	2015211382	1/15/15	2015211382	3/26/2020
Company	Insulin Management	CA	2928737	1/15/15		
Company	Insulin Management	EU	15744080.1	1/15/15		
Company	Insulin Management	IL	246939	1/15/15	246939	5/29/2017
Company	Insulin Management	JP	2016-567334	1/15/15	6539290	6/14/2019
Company	Insulin Management	HK	16110098.2	1/15/15		
Company	Insulin Management	US	14/938,997	11/12/15	9,504,789	11/29/2016
Company	Insulin Management	US	15/342,606	11/3/16	9,965,595	5/8/2018
Company	Insulin Management	US	15/942,740	4/2/18	10,255,992	4/9/2019
Company	Insulin Management	US	16/273,926	2/12/19	10,535,426	1/14/2020
Company	Insulin Management	US	16/707,999	12/9/19	11,081,233	8/3/2021
Company	Insulin Management	US	17/159,095	1/26/21	11,158,424	10/26/2021
Company	Insulin Management	US	17/305,661	7/12/21		
Company	Managing Insulin Administration	US	62/346,874	6/7/16		
Company	Managing Insulin Administration	US	15/610,187	5/31/17	11,062,798	7/13/2021
Company	Managing Insulin Administration	WIPO	PCT/US2017/035276	5/31/17		
Company	Managing Insulin Administration	US	16/124,103	9/6/18	10,957,438	3/23/2021
Company	Managing Insulin Administration	US	29/788,571	6/24/21		
Company	Subcutaneous Outpatient Mangement	US	62/069,195	10/27/14		
Company	Subcutaneous Outpatient Mangement	US	14/922,763	10/26/15	9,892,234	2/13/2018
Company	Subcutaneous Outpatient Mangement	WIPO	PCT/US2015/057372	10/26/15		
Company	Subcutaneous Outpatient Mangement	AU	2015339576	10/26/15	2015339576	5/21/2020
Company	Subcutaneous Outpatient Mangement	CA	2927335	10/26/15		
Company	Subcutaneous Outpatient Mangement	DE	15849819.6	10/26/15	3050023	8/25/2021
Company	Subcutaneous Outpatient Mangement	IL	250390	10/26/15	250390	7/1/2019
Company	Subcutaneous Outpatient Mangement	JP	2016-549782	10/26/15	6989262	12/6/2021

Company	Subcutaneous Outpatient Mangement	HK	16110097.3	10/26/15		
Company	Subcutaneous Outpatient Mangement	EU	21192559.9	10/26/15		
Company	Subcutaneous Outpatient Mangement	FR	15849819.6	10/26/15	3050023	8/25/2021
Company	Subcutaneous Outpatient Mangement	EU	15849819.6	10/26/15	3050023	8/25/2021
Company	Subcutaneous Outpatient Mangement	UK	15849819.6	10/26/15	3050023	8/25/2021
Company	Subcutaneous Outpatient Mangement	US	15/496,419	4/25/17	11,081,226	8/3/2021
Company	Subcutaneous Outpatient Mangement	US	15/855,315	12/27/17	10,128,002	11/13/2018
Company	Subcutaneous Outpatient Mangement	US	16/124,026	9/6/18	10,403,397	9/3/2019
Company	Subcutaneous Outpatient Mangement	US	16/520,936	7/24/19		
Company	Subcutaneous Outpatient Mangement	US	17/010,436	9/2/20		
Company	Subcutaneous Outpatient Mangement	US	17/305,658	7/12/21		
Company	System and Method for Optimizing Insulin Dosages for Diabetic Subjects	US	13/610,287	9/11/12	9,897,565	2/20/2018
Company	Means and method for improved glycemic control for diabetic patients	US	13/617,776	9/14/12	9,171,343	10/27/2015
Company	Means and method for improved glycemic control for diabetic patients	US	14/861,427	9/22/15	9,483,619	11/1/2016
Company	Means and Method For Improved Glycemic Control For Diabetic Patients	US	15/283,838	10/3/16	9,811,638	11/7/2017
Company	Means and Method For Improved Glycemic Control For Diabetic Patients	US	15/403,880	1/11/17	9,773,096	9/26/2017
Company	Means and Method For Improved Glycemic Control For Diabetic Patients	US	15/677,397	8/15/17	9,965,596	5/8/2018
Company	Method and system for optimizing insulin dosages for diabetic subjects	US	15/862,819	1/5/18	11,131,643	9/28/2021
Company	Means and method for improved glycemic control for diabetic patients	US	15/943,900	4/3/18	10,102,922	10/16/2018
Company	Means and method for improved glycemic control for diabetic patients	US	16/134,261	9/18/18	10,410,740	9/10/2019
Company	Means and method for improved glycemic control for diabetic patients	US	16/519,502	7/23/19	10,629,294	4/21/2020
Company	System and Method for Optimizing Insulin Dosages for Diabetic Subjects	US	17/474,001	9/13/21		

Registered Copyrights and Copyright Applications:

- Registration Number: TX0006508660
 - Registration Date: 2/16/2007
 - Title: Glucomander, v. 1.0.

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- Copyright Claimant: GlucoTec, Inc.
- Type of work: Computer File
- Date of Creation: 2005
- Date of Publication: 2005-11-01
- Authorship on Application: Collaborative Medical, LLC, employer for hire.
- Registration Number: TXu001783745
 - Registration Date: 11/17/2011
 - Title: G+ System Reference Manual Enterprise Module v1.00.03.
 - Description: Electronic file (eService)
 - Copyright Claimant: Glytec, LLC. Address: 665 N. Academy Street, Greenville.
 - Date of Creation: 2011
 - Authorship on Application: Glytec, LLC, employer for hire; Domicile: United States; Citizenship: United States.
 - Authorship: text.
 - Rights and Permissions: Glytec, LLC, 665 N. Academy Street, Greenville, SC, 29601, United States