

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Labstyle Innovation Ltd		05/01/2023	Private Company: ISRAEL
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P., as agent		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	97513377	DARIO ELEVATE	
Serial Number:	97513368	DARIO EVOLVE	
Serial Number:	97513343	DARIO ONE	
Serial Number:	90878742	DARIO MOVE	
Registration Number:	5892690	UPRIGHT GO 2	
Registration Number:	6203602	DARIOENGAGE	
Registration Number:	5382570	UPRIGHT PRO	
Registration Number:	5382569	UPRIGHT GO	
Registration Number:	5325892	DARIO HEALTH	
Registration Number:	6136792	DARIO LC	
Registration Number:	6119458	DARIO LC	
Registration Number:	6205939	DARIOHEALTH	
Registration Number:	6034004	DARIO HEALTH	
Registration Number:	5317522	UPRIGHT	
Registration Number:	4956296		
Registration Number:	4960645	DARIO	
Registration Number:	4909123	DARIO	
Registration Number:	4905455	DARIO	
Registration Number:	5068926		

OP \$490.00 97513377

CORRESPONDENCE DATA**Fax Number:**

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.

Email: lblakely@gcalaw.com**Correspondent Name:** Laura Blakely**Address Line 1:** 2570 W. El Camino Real, Suite 400**Address Line 4:** Mountain View, CALIFORNIA 94040

NAME OF SUBMITTER:	Laura Blakely
---------------------------	---------------

SIGNATURE:	/Laura Blakely/
-------------------	-----------------

DATE SIGNED:	05/17/2023
---------------------	------------

Total Attachments: 7

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page1.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page2.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page3.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page4.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page5.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page6.tif

source=DarioHealth--IPSA (LabStyle Innovation) v5 w updated exhibits FINAL (executed)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership, as collateral agent for certain Lenders (in such capacity, "Agent") and LABSTYLE INNOVATION LTD., an Israeli private company ("Grantor") and certain of Grantor's affiliates.

RECITALS

A. Grantor, certain of Grantor's affiliates, certain lenders from time to time parties thereto (collectively, "Lenders") and Agent, as administrative and collateral agent for Lenders, are entering into that certain Loan and Security Agreement dated as of May 1, 2023 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement) pursuant to which Lenders will make certain advances of money and extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth therein.

B. Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 to secure the Obligations.

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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. This Agreement has been executed and delivered by the Grantor for the sole purpose of registering the security interest of the Lender in the Intellectual Property Collateral (as defined below) with the United States Patent and Trademark Office.

2. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Trademarks and Patents listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

3. This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of Lenders under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent, for the benefit of Lenders, as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for in this Intellectual Property Security Agreement and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

4. Each Grantor hereby authorizes Agent to (a) file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Agent, (b) modify this Intellectual Property Security Agreement unilaterally by amending the exhibits to this Intellectual Property Security Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Intellectual Property Security Agreement and in which Grantor has granted a security interest pursuant to the Loan Agreement, and (c) file a duplicate of this Intellectual Property Security Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. Sections 9.9 (Execution in Counterparts; Electronic Signatures), 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

6. Notwithstanding anything contained in this Agreement to the contrary, any security interest created under this Agreement over any IIA-Funded Know-How and any realization thereof shall, in each case, be subordinated, and subject to, any rights, obligations, restrictions regulations and the provisions of the Innovation Law and the regulations promulgated thereunder.

7. This Intellectual Property Security Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

8 Hatokhen St.
Caesarea 3088900
ISRAEL
Attention: Zvi Ben-David
Email: zvi@mydario.com

GRANTORS:

LABSTYLE INNOVATION LTD.

By _____
Name: Zvi Ben-David
Title: Director

Address of Agent:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : tgreenbarg@avenucapital.com
Phone: #212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Member

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

8 Hatokhen St.
Caesarea 3088900
ISRAEL
Attention: Zvi Ben-David
Email: zvi@mydario.com

GRANTORS:

LABSTYLE INNOVATION LTD.

By _____
Name: Zvi Ben-David
Title: Director

Address of Agent:

11 West 42nd Street, 9th Floor
New York, NY 10036
Attention: Legal Reporting
Email: : tgreenbarg@avenucapital.com
Phone: #212-878-3523

AGENT:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

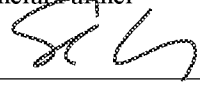
By:  _____
Name: Sonia Gardner
Title: Member

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
N/A			





EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Labstyle Innovation Ltd.	Systems and Methods for Enabling Optical Transmission of Data between a Sensor and a Smart Device	10455072	2019-10-22
Labstyle Innovation Ltd.	Systems and Methods for Adjusting Power Levels on a Monitoring Device	9832301	2017-11-28
Labstyle Innovation Ltd.	Fluids Testing Apparatus and Methods of Use	9257038	2016-02-09
Labstyle Innovation Ltd.	Fluid Testing Apparatus and Methods of Use	9125549	2015-09-08
Labstyle Innovation Ltd.	Fluid Testing Apparatus and Methods of Use	8797180	2014-08-05
Labstyle Innovation Ltd.	Body Movement Feedback System and Method	17/107020	2021-04-15
UpRight Technologies Ltd.	Wearable Posture Detection Device	D958784	2022-07-26
Physimax Technologies Ltd.	Systems and Methods for Assessment of a Musculoskeletal Profile of a Target Individual	10709374	2020-07-14
Labstyle Innovation Ltd.	Posture Detection Device and System	W02021/255740	2021-12-23

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
Labstyle Innovation Ltd.	DARIO ELEVATE	97513377	2022-07-21
Labstyle Innovation Ltd.	DARIO EVOLVE	97513368	2022-07-21
Labstyle Innovation Ltd.	DARIO ONE	97513343	2022-07-21
Labstyle Innovation Ltd.	DARIO MOVE	90878742	2021-08-12
Labstyle Innovation Ltd.	UPRIGHT GO 2	5892690	2018-08-30
Labstyle Innovation Ltd.	DARIOENGAGE	6203602	2019-10-24
Labstyle Innovation Ltd.	UPRIGHT PRO	5382570	2017-05-03
Labstyle Innovation Ltd.	UPRIGHT GO	5382569	2017-05-03
Labstyle Innovation Ltd.	Dario name and logo 	5325892	2016-12-27
Labstyle Innovation Ltd.	Dario LC	6136792	2018-04-29
Labstyle Innovation Ltd.	Dario LC	6119458	2018-04-29
Labstyle Innovation Ltd.	DARIOHEALTH	6205939	2016-06-14
Labstyle Innovation Ltd.	Dario name and logo 	6034004	2016-07-14
Labstyle Innovation Ltd.	UpRight	5317522	2015-05-31
Labstyle Innovation Ltd.	Dario logo only 	4956296	2013-11-19
Labstyle Innovation Ltd.	DARIO	4960645	2013-11-19
Labstyle Innovation Ltd.	Dario name and logo 	4909123	2013-02-20
Labstyle Innovation Ltd.	DARIO	4905455	2013-02-20
Labstyle Innovation Ltd.	Dario logo only	5068926	2013-01-31