

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orbimed Royalty & Credit Opportunities III, LP		05/01/2023	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Labstyle Innovation Ltd.		
Street Address:	8 Hatokhen St.		
City:	Caesarea		
State/Country:	ISRAEL		
Postal Code:	3088900		
Entity Type:	Private Company: ISRAEL		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4905455	DARIO	
Registration Number:	4960645	DARIO	
Registration Number:	6034004	DARIO HEALTH	
Registration Number:	4956296		
Registration Number:	4909123	DARIO	
Registration Number:	6205939	DARIOHEALTH	
Registration Number:	5317522	UPRIGHT	
Registration Number:	5892690	UPRIGHT GO 2	
Registration Number:	5382569	UPRIGHT GO	
Registration Number:	5382570	UPRIGHT PRO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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		

OP \$265.00 4905455

NAME OF SUBMITTER:	Laura Blakely
SIGNATURE:	/Laura Blakely/
DATE SIGNED:	05/18/2023
Total Attachments: 4 source=DarioHealth - US Trademark Release [Execution Version]#page1.tif source=DarioHealth - US Trademark Release [Execution Version]#page2.tif source=DarioHealth - US Trademark Release [Execution Version]#page3.tif source=DarioHealth - US Trademark Release [Execution Version]#page4.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made and effective as of May 1, 2023 and granted by ORBIMED ROYALTY & CREDIT OPPORTUNITIES III, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the "Lender"), as lender under the Credit Agreement referred to below, in favor of LABSTYLE INNOVATION LTD., an Israel corporation (the "Grantor"), and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 9, 2022 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between DARIOHEALTH CORP., a Delaware corporation (the "Borrower") and the Lender, the Grantor and its Affiliates executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of June 9, 2022 (as amended, supplemented, or otherwise modified from time to time, the "Pledge & Security Agreement"), by and among the Grantor, its Affiliates and the Lender and (ii) that certain Trademark Security Agreement, dated as of June 9, 2022 (the "Trademark Security Agreement"), as supplemented by the Supplemental Trademark Security Agreement, dated as of June 22, 2022 (the "Supplemental Trademark Security Agreement" and together with the Pledge & Security Agreement and the Trademark Security Agreement, the "Security Agreements"), by the Grantor in favor of the Lender;

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7747, Frame 0944 on June 9, 2022 and the Supplemental Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 7761, Frame 0965 on June 24, 2022; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby states as follows:

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates both the Trademark Security Agreement and the Supplemental Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement and Supplemental Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill

connected with the use of such Trademark Collateral (including the trademarks listed on **Schedule 1** hereto).

2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.

3. Further Assurances. The Lender agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature Page Follows]

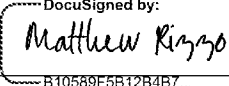
IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ORBIMED ROYALTY & CREDIT OPPORTUNITIES
III, LP**

as the Lender

By OrbiMed ROF III LLC,
its General Partner

By OrbiMed Advisors LLC,
its Managing Member

By: 
Name: Matthew Rizzo
Title: Member

[Signature Page to Release of Security Interest in Trademarks - DarioHealth Corp.]

SCHEDULE 1

Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
<u>US</u>	<u>DARIO - Word Mark</u>	<u>4905455</u>	<u>2013-02-20</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>DARIO - Word Mark</u>	<u>4960645</u>	<u>2013-11-19</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>DARIO HEALTH</u>	<u>6034004</u>	<u>2016-07-14</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>Dario Logo only</u>	<u>4956296</u>	<u>2013-11-19</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>Dario Name and Logo</u>	<u>4909123</u>	<u>2013-02-20</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>DARIOHEALTH</u>	<u>6205939</u>	<u>2016-07-14</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>UPRIGHT</u>	<u>5317522</u>	<u>2015-05-31</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>UPRIGHT GO 2</u>	<u>5892690</u>	<u>2018-08-30</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>UPRIGHT GO</u>	<u>5382569</u>	<u>2017-05-03</u>	<u>Labstyle Innovation Ltd.</u>
<u>US</u>	<u>UPRIGHT PRO</u>	<u>5382570</u>	<u>2017-05-03</u>	<u>Labstyle Innovation Ltd.</u>

Pending Trademark Applications

None

Item B. Trademark Licenses

None