

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM811979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LifeScan IP Holdings, LLC		05/19/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A.		
<b>Street Address:</b>	101 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6164771	BLOOD SUGAR MENTOR	
<b>Registration Number:</b>	6158895	BLOOD SUGAR MENTOR	
<b>Registration Number:</b>	5210706	COLORSURE	
<b>Registration Number:</b>	5371118	COLORSURE	
<b>Registration Number:</b>	6086374		
<b>Registration Number:</b>	3948644	DELICA	
<b>Registration Number:</b>	4088336	DOUBLESURE	
<b>Registration Number:</b>	5210704	EVERY TOUCH IS A STEP FORWARD	
<b>Registration Number:</b>	2768394	FINEPOINT	
<b>Registration Number:</b>	1384863	LIFESCAN	
<b>Registration Number:</b>	5008235	LIFESCAN	
<b>Registration Number:</b>	6479191	O	
<b>Registration Number:</b>	5471546	O	
<b>Registration Number:</b>	2710143	ONE TOUCH	
<b>Registration Number:</b>	1484999	ONE TOUCH	
<b>Registration Number:</b>	2631514	ONE TOUCH	
<b>Registration Number:</b>	3039103	ONETOUCH	
<b>Registration Number:</b>	2863393	ONETOUCH	
<b>Registration Number:</b>	5430958	ONETOUCH	
		<b>TRADEMARK</b>	

Property Type	Number	Word Mark
Registration Number:	3522480	ONETOUCH AST
Registration Number:	6352494	ONETOUCH REVEAL
Registration Number:	3651557	ONETOUCH SELECT
Registration Number:	2538658	ONE TOUCH ULTRA
Registration Number:	3491332	ONETOUCH ULTRA
Registration Number:	4112124	ONETOUCH VERIO
Registration Number:	4999116	ONETOUCH VERIO FLEX
Registration Number:	5978726	ONETOUCH VERIO REFLECT
Registration Number:	4471177	ONETOUCH VERIOSYNC
Registration Number:	3369865	ONETOUCH ZOOM
Registration Number:	3065128	SNAPSHOT
Registration Number:	3190621	
Registration Number:	2704163	SURESTEPFLEXX
Registration Number:	3642309	ULTRA
Registration Number:	2730625	ULTRACLEAR
Registration Number:	3442347	ULTRAMINI
Registration Number:	2730626	ULTRASMART
Registration Number:	2538364	ULTRASOFT

**CORRESPONDENCE DATA**

**Fax Number:** 8009144240

*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:** 800-713-0755

**Email:** stephen.grove@wolterskluwer.com

**Correspondent Name:** CT Corporation

**Address Line 1:** 4400 Easton Commons Way

**Address Line 2:** Suite 125

**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Sophie Bolt
<b>SIGNATURE:</b>	/Sophie Bolt/
<b>DATE SIGNED:</b>	05/22/2023

**Total Attachments: 7**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

LifeScan IP Holdings, LLC

- Individual(s)                       Association  
 Partnership                       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other Limited Liability Company

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 19, 2023

- Assignment                       Merger  
 Security Agreement                       Change of Name  
 Other FIRST LIEN TRADEMARK SECURITY AGREEMENT

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: BANK OF AMERICA, N.A.

Street Address: 101 N. Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other Bank Citizenship National Association, USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text  
See Schedule 1

B. Trademark Registration No.(s)  
See Schedule 1

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sophie Bolt

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 32 Old Slip

City: NYC

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: 08061.1534

Email Address: SBolt@cahill.com

### 6. Total number of applications and registrations involved:

37

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature: Sophie Bolt

Signature

Sophie Bolt

Name of Person Signing

May 19, 2023

Date

Total number of pages including cover sheet, attachments, and document:

7

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2023, made by the undersigned grantor (the "Grantor"), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of May 19, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this First Lien Trademark Security Agreement (this "Trademark Security Agreement");

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Marks of the Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks (other than Excluded Collateral);  
and
- (c) all Proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

As security for the Non-Priority Payment Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Non-Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of the Grantor or in which the Grantor has any rights.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the

event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.


SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of Intercreditor Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**LIFESCAN IP HOLDINGS, LLC**

By:   
Name: Mary Ann Sigler  
Title: President and Treasurer MAS

Accepted and Agreed to:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By:   
Name: Angela Berry  
Title: Assistant Vice President

**SCHEDULE I**  
**to**  
**FIRST LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
LIFESCAN IP HOLDINGS, LLC	6164771	BLOOD SUGAR MENTOR
LIFESCAN IP HOLDINGS, LLC	6158895	BLOOD SUGAR MENTOR (and Design)
LIFESCAN IP HOLDINGS, LLC	5210706	COLORSURE
LIFESCAN IP HOLDINGS, LLC	5371118	COLORSURE logo
LIFESCAN IP HOLDINGS, LLC	6086374	DANDELION Design
LIFESCAN IP HOLDINGS, LLC	3948644	DELICA
LIFESCAN IP HOLDINGS, LLC	4088336	DOUBLESURE
LIFESCAN IP HOLDINGS, LLC	5210704	EVERY TOUCH IS A STEP FORWARD
LIFESCAN IP HOLDINGS, LLC	2768394	FINEPOINT
LIFESCAN IP HOLDINGS, LLC	1384863	LIFESCAN
LIFESCAN IP HOLDINGS, LLC	5008235	LIFESCAN
LIFESCAN IP HOLDINGS, LLC	6479191	O Logo
LIFESCAN IP HOLDINGS, LLC	5471546	O Logo
LIFESCAN IP HOLDINGS, LLC	2710143	ONE TOUCH
LIFESCAN IP HOLDINGS, LLC	1484999	ONE TOUCH
LIFESCAN IP HOLDINGS, LLC	2631514	ONE TOUCH
LIFESCAN IP HOLDINGS, LLC	3039103	ONETOUCH



<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
LIFESCAN IP HOLDINGS, LLC	2863393	ONETOUCH
LIFESCAN IP HOLDINGS, LLC	5430958	ONETOUCH
LIFESCAN IP HOLDINGS, LLC	3522480	ONETOUCH AST
LIFESCAN IP HOLDINGS, LLC	6352494	ONETOUCH REVEAL
LIFESCAN IP HOLDINGS, LLC	3651557	ONETOUCH SELECT
LIFESCAN IP HOLDINGS, LLC	2538658	ONE TOUCH ULTRA
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