

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812411

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

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

NAME OF SUBMITTER:	Sophie Bolt
SIGNATURE:	/Sophie Bolt/
DATE SIGNED:	05/23/2023

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND 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.

W I T N E S S E T H:

WHEREAS, the Grantor is party to that certain Second 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 Second 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 Obligations, the Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Creditors 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.

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.

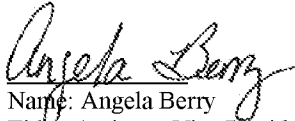
Very truly yours,

LIFESCAN IP HOLDINGS, LLO

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

Accepted and Agreed to:

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

By: 
Name: Angela Berry
Title: Assistant Vice President

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
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

OWNER	REGISTRATION NUMBER	TRADEMARK
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LIFESCAN IP HOLDINGS, LLC	3642309	ULTRA
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