

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OURARING INC.		07/06/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CRG SERVICING LLC, as Administrative Agent		
Street Address:	1000 MAIN STREET, SUITE 2500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90812743	BIO RING	
Serial Number:	90597799	BIONIC RING	
Registration Number:	6049873	MOBILE ACCESS MANAGER	
Registration Number:	6040142	MOBILE READER EDGE	
Registration Number:	6040141	MOBILE READER PRO	
Registration Number:	5581157	MOTIV	
Registration Number:	6040144	PRESENCE AWARE	
Registration Number:	6040139	P	
Registration Number:	6304095	P	
Registration Number:	5092330	PROXY	
Registration Number:	6045241	PROXY	
Registration Number:	5344148	PROXY MOBILE ACCESS	
Serial Number:	97128124	RINGO	
Serial Number:	88812720	PROXY	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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>			
Phone:	4156932000		

CH \$365.00 90812743

Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 3 Embarcadero Center, 20th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 321831-160

NAME OF SUBMITTER: C. Rhem

SIGNATURE: /CR/

DATE SIGNED: 07/07/2023

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

July 6, 2023

WHEREAS, OURARING INC., a Delaware corporation (the “*Grantor*”), is a party to that certain Security Agreement, dated as of February 7, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, OURA HEALTH OY, a limited liability company organized under the laws of Finland, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”);

WHEREAS, the Grantor has acquired additional trademarks and trademark applications, listed on **Schedule A** hereto, pursuant to that certain Trademark Assignment Agreement, dated as of May 26, 2023, by TWIN MERGER SUB II, LLC, a Delaware limited liability company, in favor of the Grantor.

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation, the trademarks and trademark applications listed on the **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that the Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Trademark Security Agreement (this “*Trademark Security Agreement*”).

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

As collateral security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule A** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

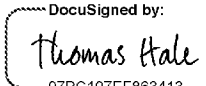
Notwithstanding the foregoing, in the event of any conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

OURARING INC., as Grantor

By:  _____
Name: Thomas Hale
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008135 FRAME: 0970

**Schedule A
to Trademark Security Agreement**

TRADEMARKS AND TRADEMARK APPLICATIONS

Word Mark	Serial Number	Filing Date	Registration Number	Registration Date
BIO RING	90812743	07/06/2021	N/A	N/A
BIONIC RING	90597799	03/23/2021	N/A	N/A
MOBILE ACCESS MANAGER	88400141	04/24/2019	6049873	05/05/2020
MOBILE READER EDGE	88348510	03/20/2019	6040142	04/28/2020
MOBILE READER PRO	88348490	02/11/2020	6040141	04/28/2020
MOTIV	86780648	10/7/2015	5581157	10/09/2018
PRESENCE AWARE	88348583	03/20/2019	6040144	04/28/2020
P + Stylized Lettering	88348281	03/20/2019	6040139	04/28/2020
P + Stylized Lettering	88812661	02/27/2020	6304095	03/30/2021
PROXY	86712096	08/1/2015	5092330	11/29/2016
PROXY	88812720	02/27/2020	N/A	N/A
P + Stylized Lettering	88348313	3/20/2019	6045241	05/05/2020
PROXY MOBILE ACCESS	87180655	9/12/2017	5344148	11/28/2017
RINGO	97128124	11/16/2021	N/A	N/A