

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837690

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insulet Corporation		06/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor, Thames		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6997638	OMNIPODPROMISE	
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>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2116125 TM		
NAME OF SUBMITTER:	Sonya Jackman		
SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	09/07/2023		
Total Attachments: 6			
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SECURITY AGREEMENT SUPPLEMENT FOR INTELLECTUAL PROPERTY

SUPPLEMENT NO. 5 (this "Supplement"), dated as of June 9, 2023, to the Security Agreement, dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantors as defined therein and Morgan Stanley Senior Funding, Inc. ("MSSF"), as collateral agent for the Secured Parties.

A. Reference is made to (i) that certain Credit Agreement, dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Insulet Corporation, a Delaware corporation (the "Initial Borrower"), MSSF, as administrative agent, (in such capacity, the "Administrative Agent") and collateral agent (in such capacity, the "Collateral Agent"), each Lender from time to time party thereto and the other parties party thereto, pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit, and the Swingline Lender to make Swingline Loans and certain other Secured Parties to make other financial accommodations to the Company and the Restricted Subsidiaries and (ii) that certain Trademark Security Agreement, dated as of May 4, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") among the Grantors as defined therein and MSSF, as Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

C. In connection with the Credit Agreement, the Company and the other Grantors have entered into the Security Agreement and the Trademark Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Company and the Restricted Subsidiaries. Section 3.04(c) of the Security Agreement provides that with respect to After-Acquired Intellectual Property, the applicable Grantor will cooperate as reasonably requested by, and necessary to enable, the Collateral Agent to make any necessary or reasonably desirable recordings with the United States Patent and Trademark Office and upon request of the Collateral Agent, such Grantor shall promptly file and record appropriate instruments or documents with the United States Patent and Trademark Office. The undersigned Person (the "Existing Grantor") is executing this Supplement in accordance with the requirements of the Security Agreement in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and certain other Secured Parties to make other financial accommodations to the Company and the Restricted Subsidiaries.

Accordingly, the Collateral Agent and the Existing Grantor agree as follows:

SECTION 1. [Reserved].

SECTION 2. The Existing Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws, by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and implied covenants of good faith and fair dealing.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the Existing Grantor, and the Collateral Agent has executed a counterpart hereof. Delivery of an executed signature page to this Supplement by facsimile transmission or other electronic communication (including “.pdf” or “.tif” files) shall be as effective as delivery of a manually signed counterpart of this Supplement. The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Supplement or any other document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. The Existing Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of newly owned or acquired Collateral since that certain Security Supplement No. 1 for Intellectual Property dated as of June 27, 2022, owned by the Existing Grantor consisting of registered Trademarks and Trademarks for which applications are pending in the United States Patent and Trademark Office (excluding any Excluded Property) and (b) set forth under its signature hereto is the true and correct legal name of the Existing Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. The Existing Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral set forth in Schedule I hereto, including (in each case excluding any Excluded Property):

(a) the registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office set forth in Schedule I hereto;

(b) all Proceeds and products of any and all of the foregoing, all supporting obligations and all other collateral security and guarantees given by any Person with respect to any of the foregoing; and

(c) all rights to sue or otherwise recover for past, present and future infringements, misappropriations or other violations of any of the foregoing.

SECTION 7. This Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Existing Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 8. The Existing Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Supplement.

SECTION 9. Except as expressly supplemented hereby, the Security Agreement and the Trademark Security Agreement shall remain in full force and effect.

SECTION 10. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 11. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 12. All communications and notices hereunder shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 13. Reimbursement of the Collateral Agent's expenses under this Supplement shall be governed by the applicable sections of the Security Agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Existing Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

INSULET CORPORATION,

By: 

Name: John W. Kapples

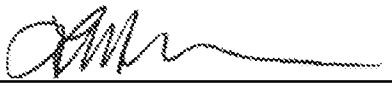
Title: Senior Vice President and
General Counsel

Jurisdiction of Formation/Incorporation: Delaware
Address of Chief Executive Office:
100 Nagog Park,
Acton, MA 01720

[Signature Page – Supplement No. 5 to Security Agreement]

TRADEMARK
REEL: 008191 FRAME: 0299

MORGAN STANLEY SENIOR FUNDING,
INC.,
as Collateral Agent

By: 

Name: Lisa Hanson
Title: Vice President

SCHEDULE I
TO SUPPLEMENT NO. 5 TO THE
SECURITY AGREEMENT

United States Applied for and Registered Intellectual Property

United States Trademark Registrations and Trademark Applications

New US Trademark Applications filed after February 2022

Owner	Mark Name		Application Number	Application Date
Insulet Corporation	OMNIPODPROMISE		90/772649 6997638	Jun 14,2021