

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iRhythm Technologies, Inc.		01/03/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5813835	IRHYTHM	
Registration Number:	5115172	MYZIO	
Registration Number:	3897689	ZIO	
Registration Number:	5908625	ZIO AT	
Registration Number:	6648058	ZIOSUITE	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	13435-00016		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		
DATE SIGNED:	01/03/2024		

CH \$140.00 5813835

Total Attachments: 9

source=IRTC - Trademark Security Agreement (2)#page1.tif

source=IRTC - Trademark Security Agreement (2)#page2.tif

source=IRTC - Trademark Security Agreement (2)#page3.tif

source=IRTC - Trademark Security Agreement (2)#page4.tif

source=IRTC - Trademark Security Agreement (2)#page5.tif

source=IRTC - Trademark Security Agreement (2)#page6.tif

source=IRTC - Trademark Security Agreement (2)#page7.tif

source=IRTC - Trademark Security Agreement (2)#page8.tif

source=IRTC - Trademark Security Agreement (2)#page9.tif

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2024, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Wilmington Trust, National Association, as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit, Security and Guaranty Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Credit Agreement”) by and among iRhythm Technologies, Inc., a Delaware corporation as the Borrower, the Guarantors from time to time party thereto, the lenders party thereto from time to time (the “Lenders”), and Wilmington Trust, National Association, as administrative agent and collateral agent for the Lenders, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to Borrower thereunder, the Grantor hereby agree with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement. For purposes of this Trademark Security Agreement, the following terms shall have the following meanings:

“Liabilities” means all claims, actions, suits, judgments, damages, settlement costs, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“Trademark” means the following: all right, title and interest arising under any Law in or relating to trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all registration applications filed in connection therewith.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby grants to the Agent a security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to such Grantor

of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest shall be granted in, and the Trademark Collateral shall not include, any "intent to use" Trademark applications for which a statement of use or an amendment to allege use has not been filed and accepted by the U.S. Patent and Trademark Office (but only until such statement is filed and accepted).

Section 3. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between any provision of this Trademark Security Agreement and any provision of the Credit Agreement, the Credit Agreement shall govern.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 6. Agent Protections. In connection with this Trademark Security Agreement, the Agent shall be afforded all of the rights, protections, immunities and indemnities provided to it in the Credit Agreement as if such rights, protections, immunities and indemnities were set forth in full herein, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

IRHYTHM TECHNOLOGIES, INC. as
Grantor

By: *Quentin Blackford*
Name: Quentin Blackford
Title: Chief Executive Officer

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 008307 FRAME: 0595

ACCEPTED AND AGREED
as of the date first written above:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
not in its individual capacity but solely as the Agent

By: Megan Funk
Name: Megan Funk
Title: Assistant Vice President

[Signature Page To Trademark Security Agreement]

TRADEMARK
REEL: 008307 FRAME: 0596

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

United States Registered Trademarks

Trademark Name	Trademark Logo	Country	Grantor	Filing Date	Registration No.
IRHYTHM	IRHYTHM	US	iRhythm Technologies, Inc.	2/2/2016	5813835
MYZIO	MYZIO	US	iRhythm Technologies, Inc.	3/28/2015	5115172
ZIO	ZIO	US	iRhythm Technologies, Inc.	12/23/2008	3897689
ZIO AT	ZIO AT	US	iRhythm Technologies, Inc.	6/14/2017	5908625
ZIOSUITE	ZIOSUITE	US	iRhythm Technologies, Inc.	11/2/2020	6648058

Foreign Registered Trademarks

Trademark Name	Trademark Logo	Country	Grantor	Filing Date	Registration No.
IRHYTHM		Australia	iRhythm Technologies, Inc.	9/28/2016	1799552
ZIO		Australia	iRhythm Technologies, Inc.	6/30/2017	1855745
IRHYTHM		Austria	iRhythm Technologies, Inc.	12/1/2017	295923
IRHYTHM		Canada	iRhythm Technologies, Inc.	10/19/2016	TMA1041710

MYZIO		Canada	iRhythm Technologies, Inc.	10/1/2018	TMA1121961
ZIO		Canada	iRhythm Technologies, Inc.	7/20/2017	TMA1055314
IRHYTHM		China (People's Republic)	iRhythm Technologies, Inc.	10/11/2016	21524730A
IRHYTHM		China (People's Republic)	iRhythm Technologies, Inc.	8/12/2020	48864143
IRHYTHM		China (People's Republic)	iRhythm Technologies, Inc.	8/12/2020	48882027
ZIO		China (People's Republic)	iRhythm Technologies, Inc.	7/6/2017	25179442A
ZIO		China (People's Republic)	iRhythm Technologies, Inc.	7/6/2017	25179442A
ZIO		China (People's Republic)	iRhythm Technologies, Inc.	7/6/2017	25179442A
ZIO		China (People's Republic)	iRhythm Technologies, Inc.	7/6/2017	25179442A
IRHYTHM		Denmark	iRhythm Technologies, Inc.	11/20/2017	VR 2018 00479
IRHYTHM		European Union	iRhythm Technologies, Inc.	3/8/2016	017829821
IRHYTHM		European Union	iRhythm Technologies, Inc.	11/1/2019	018147005
MYZIO		European Union	iRhythm Technologies, Inc.	4/8/2021	018449263
ZIO		European Union	iRhythm Technologies, Inc.	3/3/2016	015180318
ZIO MCT		European Union	iRhythm Technologies, Inc.	4/8/2021	018449167

ZIOSUITE		European Union	iRhythm Technologies, Inc.	4/8/2021	018449315
IRHYTHM		Finland	iRhythm Technologies, Inc.	11/21/2017	272027
IRHYTHM		France	iRhythm Technologies, Inc.	11/21/2017	4406346
IRHYTHM		Germany	iRhythm Technologies, Inc.	11/20/2017	30-2017-029919
IRHYTHM		Italy	iRhythm Technologies, Inc.	1/11/2018	3020180000013 41
IRHYTHM		Japan	iRhythm Technologies, Inc.	9/28/2016	6014022
ZIO		Japan	iRhythm Technologies, Inc.	7/3/2017	6098175
IRHYTHM		Norway	iRhythm Technologies, Inc.	11/21/2017	297115
ZIO		Norway	iRhythm Technologies, Inc.	11/21/2017	303856
IRHYTHM		Sweden	iRhythm Technologies, Inc.	11/21/2017	551584
IRHYTHM		Switzerland	iRhythm Technologies, Inc.	11/21/2017	715069
ZIO		Switzerland	iRhythm Technologies, Inc.	11/21/2017	715070
IRHYTHM		United Kingdom	iRhythm Technologies, Inc.	3/8/2016	UK0091782982 1
IRHYTHM		United Kingdom	iRhythm Technologies, Inc.	11/1/2019	UK0091814700 5
IRHYTHM		United Kingdom	iRhythm Technologies, Inc.	11/20/2017	UK0000327184 4

MYZIO		United Kingdom	iRhythm Technologies, Inc.	5/3/2021	UK0000363592 5
ZIO		United Kingdom	iRhythm Technologies, Inc.	3/3/2016	UK0091518031 8
ZIO MCT		United Kingdom	iRhythm Technologies, Inc.	5/3/2021	UK0000363590 8
ZIOSUITE		United Kingdom	iRhythm Technologies, Inc.	4/30/2021	UK0000363552 0

2. TRADEMARK APPLICATIONS

Trademark Name	Trademark Logo	Country	Grantor	Filing Date	Serial No.
IRHYTHM		China	iRhythm Technologies, Inc.	10/11/2016	21524730 (Class 9)
IRHYTHM		China	iRhythm Technologies, Inc.	10/11/2016	21524730 (Class 38)
IRHYTHM		China	iRhythm Technologies, Inc.	10/11/2016	21524730 (Class 41)
IRHYTHM		China	iRhythm Technologies, Inc.	10/11/2016	21524730 (Class 42)