

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI2510

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/21/2023

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abbott Diabetes Care Inc.		01/22/2024	Corporation: DELAWARE

RECEIVING PARTY DATA

Company Name:	Lingo Sensing Technology Unlimited Company
Street Address:	70 Sir John Rogersons Quarry
City:	Dublin 2
State/Country:	IRELAND
Postal Code:	D02 R296
Entity Type:	Private Unlimited Company: IRELAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	97202145	LINGO
Serial Number:	97202264	LINGO
Serial Number:	97202268	LINGO
Serial Number:	97202280	LINGO KETO
Serial Number:	97202283	LINGO KETO
Serial Number:	97202305	LINGO KETO
Serial Number:	97202272	LINGO SPORT
Serial Number:	97202276	LINGO SPORT
Serial Number:	97202277	LINGO SPORT

CORRESPONDENCE DATA

Fax Number:

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: 2246675121

Email: michele.bowman@abbott.com

Correspondent Name: Michele H. Bowman

Address Line 1: 100 Abbott Park Road

Address Line 4: Abbott Park, ILLINOIS 60064

CH \$240.00.00 97202145

NAME OF SUBMITTER:	EMILY MCCARTHY
SIGNATURE:	EMILY MCCARTHY
DATE SIGNED:	02/08/2024
Total Attachments: 3 source=Short_Form_Trademark_Assignment_-_ADC_to_Lingo_Sensing#page1.tif source=Short_Form_Trademark_Assignment_-_ADC_to_Lingo_Sensing#page2.tif source=Short_Form_Trademark_Assignment_-_ADC_to_Lingo_Sensing#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “Assignment”) is effective as of July 21, 2023 (the “Effective Date”), by and between Abbott Diabetes Care Inc., a Delaware corporation, with a business address of 1420 Harbor Bay Parkway, Suite 290, Alameda, California 94502 USA (“Assignor”) and Lingo Sensing Technology Unlimited Company, an Irish private unlimited company, with a registered office address at 70 Sir John Rogersons Quarry, Dublin 2, D02 R296 IRELAND (“Assignee”).

WHEREAS, Assignor owns the trademarks identified on Exhibit A to this Agreement, together with the goodwill of the business associated therewith (collectively, the “Trademarks”); and

WHEREAS, pursuant to the terms of that certain Trademark Transfer Agreement dated as of the Effective Date by and among Assignor and Assignee (the “Agreement”), Assignor has agreed to transfer and assign all of its right, title and interest in and to the Trademarks to Assignee.

NOW THEREFORE, for the good and valuable consideration set forth in the Agreement, the mutual promises and obligations set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers and assigns to Assignee, all of Assignor’s right, title and interest, in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of Assignor’s business that is ongoing and existing to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the “Commissioner”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Trademarks, to record this Assignment. Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Trademarks or derived therefrom to Assignee as assignee of the entire interest therein.
3. This Assignment is in all respects subject to the provisions of the Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Agreement.
4. Assignor will execute further papers and to do such other acts as may be necessary or requested by Assignee to (a) vest full title in and to the Trademarks in Assignee, or (b) obtain, renew, issue or enforce the Trademarks.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.


7. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF, the undersigned parties have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:
Abbott Diabetes Care Inc.
DocuSigned by Tara Kaesebier

ASSIGNEE:
Lingo Sensing Technology Unlimited Company
DocuSigned by Siobhan Mullins

By:  Tara Kaesebier

I approve this document
22-Jan-2024 | 9:00:56 AM

By:  Siobhan Mullins

I approve this document
05-Jan-2024 | 2:34:32 PM CST

Name: Tara B. Kaesebier
11F-C56658-89FF016F5740509

Name: Siobhan Mullins
26A795458DB652CB3D

Title: Assistant Secretary

Title: Director

EXHIBIT A
The Trademarks

Trademark	Status	Ser. No.	App. Date	Class
LINGO	Pending	97202145	1/4/2022	9
LINGO	Pending	97202264	1/4/2022	10
LINGO	Pending	97202268	1/4/2022	42
LINGO KETO	Pending	97202280	1/4/2022	9
LINGO KETO	Pending	97202283	1/4/2022	10
LINGO KETO	Pending	97202305	1/4/2022	42
LINGO SPORT	Pending	97202272	1/4/2022	9
LINGO SPORT	Pending	97202276	1/4/2022	10
LINGO SPORT	Pending	97202277	1/4/2022	42