

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dexcom Holdings N.V.		07/04/2008	Naamloze vennootschap (N.V.): NETHERLANDS
RECEIVING PARTY DATA			
Name:	Venista Holding GmbH & Co. KG		
Street Address:	Spichernstr. 6B		
City:	Koln		
State/Country:	GERMANY		
Postal Code:	50672		
Entity Type:	Gesellschaft mit beschränkter Haftung (GmbH): GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3084364	MJOY	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2024084000		
Email:	docketing@finnegan.com		
Correspondent Name:	Lawrence R. Robins		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	10824.0003-00000		
DOMESTIC REPRESENTATIVE			
Name:	Lawrence R. Robins		
Address Line 1:	901 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		

OP \$40.00 3084364

NAME OF SUBMITTER:	Lawrence R. Robins
Signature:	/Lawrence R. Robins/
Date:	03/08/2010
<p>Total Attachments: 17 source=mjoy 4#page1.tif source=mjoy 4#page2.tif source=mjoy 4#page3.tif source=mjoy 4#page4.tif source=mjoy 4#page5.tif source=mjoy 4#page6.tif source=mjoy 4#page7.tif source=mjoy 4#page8.tif source=mjoy 4#page9.tif source=mjoy 4#page10.tif source=mjoy 4#page11.tif source=mjoy 4#page12.tif source=mjoy 4#page13.tif source=mjoy 4#page14.tif source=mjoy 4#page15.tif source=mjoy 4#page16.tif source=mjoy 4#page17.tif</p>	

TRADEMARK AND DOMAINNAME ASSIGNMENT AND TRANSFER AGREEMENT

PARTIES:

1. **DEXCOM HOLDINGS N.V.**, a company incorporated under the laws of the Netherlands, with its registered office at Beursplein 37, 3011 AA, Rotterdam, The Netherlands, hereinafter referred to as "Dexcom";
2. **T. for TELECOM B.V.**, a company incorporated under the laws of the Netherlands, with its registered office at Vareseweg 41, 3047 AT, Rotterdam, The Netherlands, hereinafter referred to as "fortelecom";

and

3. **VENISTA HOLDING GMBH & CO. KG.** a company incorporated under the laws of Germany, with its registered office at Landgrafenstrasse 106-a, 50931, Cologne, Germany, hereinafter referred to as "Venista";

WHEREAS:

- a. Dexcom is the holder of several MJOY trademarks in several jurisdictions;
- b. Dexcom and fortелеcom are the holders of several domainnames containing the word mjoy or m-joy;
- c. Venista wishes to purchase several MJOY trademarks and several domainnames, owned by Dexcom and fortелеcom with exclusion of those registered in the Benelux countries;
- d. Dexcom wishes to transfer and to assign those MJOY trademarks and domainnames to Venista under the following conditions, among others the payment of the Purchase Price.

NOW, THEREFORE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

In this Agreement the following "words" will have the following meaning:

"Agreement" means this Trademark and Domainname Assignment and Transfer Agreement, including Annexes A-D attached hereto;

Initials Dexcom:



Initials fortелеcom:



1/12

Initials Venista:



"Countries" mean the countries mentioned in Annex A;

"Declaration" means the declaration and power of attorney as attached as Annex C;

"Domainnames" mean the domainnames as listed in Annex B;

"License Agreement" means the agreement between parties regarding the license to the use of the MJOY trademarks registered in the Benelux, certain .nl and .be mjoy domainnames in the Benelux and the MJOY-logo in the Countries and the Benelux, to be granted by Dexcom and tfortelecom to Venista.

"Purchase Price" means the purchase price of € 80,000 (eighty thousand Euros) (excluding VAT, if applicable);

"Trademarks" means the MJOY trademark registrations as listed in Annex A;

Article 2 - Assignment and Transfer

2.1 Once the License Agreement has been concluded between parties, and after receipt of the Purchase Price by Dexcom as provided in Article 3.2, Dexcom hereby assigns and transfers (all rights in and title to) the Trademarks to Venista. Dexcom shall immediately after receipt of the Purchase Price (at the latest within 5 working days) sign the Declaration in threefold and send the signed Declarations by fax and courier to Venista, so that Venista can send the Declarations to the respective trademark offices.

2.2 Once the License Agreement has been concluded between parties and immediately after receipt of the Purchase Price by Dexcom as provided in Article 3.2, Dexcom and tfortelecom hereby assign and transfer (all rights in and title to) the Domainnames to Venista and Dexcom and tfortelecom shall immediately after receipt of the Purchase Price (at the latest within 10 working days) complete, or have the third parties concerned complete the necessary forms, and/or Dexcom and tfortelecom shall or have the third parties send the necessary correspondence to the respective parties, such as registrars, to effectuate the assignment and transfer of the Domainnames and send copies of such forms and/or correspondence to Venista so that Venista can complete the assignment and transfer of the Domainnames (if at all necessary).

2.3 Provided the License Agreement has been concluded and as far as still necessary, Dexcom and tfortelecom will cooperate, assist and do anything, which is necessary for the registration of the assignment and transfer of the Trademarks and the Domainnames to Venista at its own

Initials Dexcom:



Initials tfortelecom:

2/12

Initials Venista:



cost and expenses, at the first request of Venista.

- 2.4 Provided the License Agreement has been concluded, Dexcom shall hand over to Venista any and all documents referring to the Trademarks which are in Dexcom's possession, within one month after the receipt of the Purchase Price. This includes, in particular, correspondence with the relevant trademark offices in the Countries/jurisdictions concerned, with any other trademark owners (if any) and other third parties (if any) with respect to the legal status of the Trademarks, as well as all documents referring to the secondary meaning of the Trademarks (if any), in particular, the obtainment of the evidence of secondary meaning.

Article 3 - Purchase Price

- 3.1 After the conclusion of the License Agreement, Dexcom shall furnish as soon as possible a copy of the declaration of or the letter of ABN AMRO N.V. in which it is stated that ABN AMRO has released its pledges (if any) on the Trademarks.

- 3.2 Within one working day after Dexcom has complied with article 3.1, Venista will transfer by wire the Purchase Price to the bank account of Dexcom (ABN AMRO, Rotterdam, account number 47.96.08.680, IBAN: NL90 ABNA 0479607680, SwiftL ABNANL2A) under the reference of "Dexcom/ Venista - MJOY". At the same moment Venista will send a fax to Dexcom and tfortelecom confirming that the Purchase Price has been transferred (the costs of the wire transfer will be borne by Venista).

Article 4 - Trademark use restrictions

- 4.1 As Dexcom and tfortelecom have used, still use and will use the MJOY brands (several MJOY trademarks and domainnames) in the Benelux and as the MJOY brands have a certain goodwill and reputation in the Benelux:

- a. Venista, its successors, assignees, affiliates and licensees shall NOT use the Trademarks and the Domainnames in the Benelux except as allowed under the License Agreement. This includes also that the websites that will operate under the Domainnames will not be directed to the Benelux countries and its inhabitants. Venista, its successors, assignees, affiliates and licensees (i) shall also see to it that the inhabitants of the Benelux countries will not be able to purchase any products and services of those websites (whether or not by IP mapping) and (ii) shall NOT (in)directly, actively offer, market, distribute and/or sell its products and services under the Trademarks to the public in the Benelux; and,
- b. Venista, its successors, assignees, affiliates and licensees shall NOT use the Trademarks, the Domainnames and/or similar signs and domainnames directly in relation to (the offering, marketing, distribution and/or sale of) hard pornographic products and services and/or pornographic products and services involving non-adults (including photos and

Initials Dexcom:

Initials tfortelecom:



3/12

Initials Venista:



videos) - excluding user generated and user uploaded content. The use of the Trademarks or Domainnames for soft pornographic products and/or services is allowed.

- 4.2 With respect to the use of the Trademarks and Domainnames, Venista, its successors, assignees, affiliates and licensees shall undertake their best efforts to comply with all applicable legislation and/or regulations, with respect, in particular but not limited to advertising, unfair trading, telecommunication, media, e-commerce, consumer protection, privacy, and/or unsolicited marketing/advertising.
- 4.3 With respect to (user generated) content that can be or is uploaded by third parties on the websites of Venista, its successors, assignees, affiliates and licensees that operate directly or indirectly under the Domainnames and/or on which the Trademarks are used, Venista, its successors, assignees, affiliates and licensees shall include in their (user) terms and conditions of these websites the provisions (i) that is prohibited to upload hard pornographic content and/or pornographic content involving non-adults (including photos and videos) and content which is considered illegal or infringes upon the rights of third parties, and (ii) that they will remove such content. Venista, its successors, assignees, affiliates and licensees will comply also with applicable European and national legislations in the countries with respect to the liability of ISP, e.g. the EU Directive 2000/31/EC of 8 June 2000.
- 4.4 In case Venista, its successors, assignees, affiliates and/or licensees: (i) breaches one or more of the provisions under articles 4.1, 7.1 and 7.2, or (ii) breaches one or more provisions under article 4.2 and has not remedied such breach within a reasonable period of time after a written notification thereto of Dexcom or tfortelecom:
- a. Venista will forfeit an immediately payable, non-refundable penalty of € 25,000 (twenty five thousand Euros), which is open to (judicial) mitigation in case of 4.4 (ii) and not open to (judicial) mitigation in case of 4.4 (i), to Dexcom or tfortelecom for each breach and/or for each breach not remedied within 48 hours after notice, at the sole choice and discretion of Dexcom and/or tfortelecom, without prejudice to Dexcom's and tfortelecom's right (i) to full compensation of its suffered damage and/or (ii) to institute other legal actions against Venista.
- 4.5 The provisions of this article (4.1 – 4.4) will lapse one year after and if all other MJOY trademarks and domainnames in the Benelux (as defined in the License Agreement) have been assigned and transferred to Venista.

Article 5 - Representations and Warranties

Initials Dexcom:

Initials tfortelecom



4/12

Initials Venista



5.1 Dexcom and tfortelecom solely represent and warrant that:

- they are entitled to assign and transfer the Trademarks and the Domainnames;
- the Trademarks and Domainnames are duly registered and all costs, fees and expenses related to the registrations have been paid at the moment this Agreement will be concluded;
- the Trademarks and the Domainnames are free from charges, attachments and encumbrances and contractual rights; and,
- no pending, concluded or threatened litigation before any court of justice or court of arbitration with regard to the Trademarks and Domainnames exists at the moment this Agreement will be concluded; and,
- to its knowledge no third party rights with better priority exist.

5.2 The foregoing representations and warranties are the only representations and warranties Dexcom and tfortelecom make. Dexcom and tfortelecom do NOT represent, NEITHER warrant anything else; inter alia Dexcom and tfortelecom do not represent that (i) the Trademarks are genuinely used in the past five years (in one or more of the Countries) and (ii) the Trademarks have obtained secondary meaning (in the Countries). Dexcom and tfortelecom shall assist and provide Venista with all documents and information necessary to defend against any challenge of the Trademarks and/or Domainnames by any third party on the basis of one of these reasons.

5.3 Venista is aware of the registration status of the Trademarks.

5.4 Venista acknowledges that:

- other parties may have (prior) (trademark) rights with respect to the sign MJOY and/or similar signs with respect to identical or (un)similar goods and services in among others the countries where the Trademarks are registered. Dexcom and tfortelecom shall assist and provide Venista with all documents and information necessary to defend against any challenge of the Trademarks and/or Domainnames by any third party on the basis of one of these reasons.

5.5 Dexcom and tfortelecom shall not (i) challenge the legal status of the Trademarks, the ownership of Venista regarding the Domainnames and any further trademark registration or trademark application of Venista using the term or word component MJOY and (ii) not apply for and/or have registered signs that are identical or similar to the Trademarks and (iii) will not object to, but approve if necessary, any use of the Trademarks by Venista, provided such use is in accordance with this Agreement. In addition, Dexcom and tfortelecom hereby consent to

Initials Dexcom:
Initials tfortelecom:



5/12

Initials Venista:



the application for further trademarks including a community trademark and use of MJOY worldwide with the exception of Benelux and in accordance with the provisions of this Agreement. Venista will not derive any rights out of a community trademark for the territory of the Benelux.

5.6 Within the first two years after the conclusion of this Agreement, Dexcom and tfortelecom shall undertake their best efforts to provide Venista with all documents and information (if not already in Venista's possession and still available at the offices of Dexcom and tfortelecom) necessary to defend itself against any challenge of the Trademarks and/or Domainnames by any third party, if requested by Venista.

Article 6 - Correspondence

6.1 All notices and other communications, which are required or which may be given under the provisions of this Agreement, shall be in writing and may be delivered by personal service, or may be mailed by registered or certified mail, postage prepaid, faxed or send by email to the parties as follows:

<u>Dexcom</u>
Dexcom Holdings B.V.
Attn. Mr. R. van Schaaik
Beursplein 37
3011 AA Rotterdam
The Netherlands
Fax: +31 10 2068670
Email: rs@dexcom.nl

<u>Venista</u>
Venista Holding GmbH & Co. KG
Attn. Oliver Wimmeroth
Landgrafenstraße 106a
50931 Cologne
Germany
Fax: +49 221 48 53 54 16
Email: o.wimmeroth@venista.com

<u>Tfortelecom</u>
Tfortelecom B.V.
Attn. Mr. N. Padding
Vareseweg 41
3047 AT Rotterdam
The Netherlands
Fax: +31 10 238381
Email: n.padding@tfortelecom.nl

Article 7 - Non-Assignability

7.1 In case Venista wishes to assign, transfer or to license any or all of the Trademarks and/or Domainnames to another party, whether by operation of law or otherwise, it needs the prior

Initials Dexcom

Initials tfortelecom

6/12

Initials Venista

written consent of Dexcom and tfortelecom. Such consent will not be withheld provided Venista will assign, transfer or license the Trademarks and/or Domainnames by written agreement including the same provisions as set forth in articles 4 until and including 8 of this Agreement, for the benefit of Dexcom and tfortelecom. Written consent will be deemed to be given within 14 days after Venista has proved compliance with the conditions in the preceding sentence in a proper manner.

- 7.2 Neither this Agreement nor any part thereof shall be transferred, assigned or licensed by either party, whether by operation of law or otherwise, without the prior written consent of the other parties.

Article 8 - Miscellaneous

- 8.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of Dexcom, tfortelecom and Venista.
- 8.2 This Agreement represents the entire Agreement between the parties and supersedes any other previous agreements, whether written or oral, that may exist. This Agreement can only be amended in writing signed by parties.
- 8.3 In the event that any provision of this Agreement will be declared invalid or null and void, then such declaration shall not affect the validity of any other provision of this Agreement. The parties shall replace the invalid provision with another which is valid and binding in such a way that the new provision will differ as little as possible from the invalid provision taking into account the object and purpose of this Agreement.
- 8.4 Any failure by any party to this Agreement, at any time to enforce any of the provisions thereof shall be not construed as a waiver for such provision, or of any other provision hereof.
- 8.5 This Agreement will be governed by and interpreted in accordance with the laws of the Federal Republic of Germany and the parties submit to the exclusive jurisdiction of the competent court in Cologne, Germany.

IN WITNESS WHEREOF:

Initials Dexcom
Initials tfortelecom:



7/12

Initials Venista



Draft Agreement, 4-7-2008

Final version as agreed!

parties have executed this agreement in threefold.

Dexcom Holdings N.V.

KG



Signature

NICO PADDING

Name

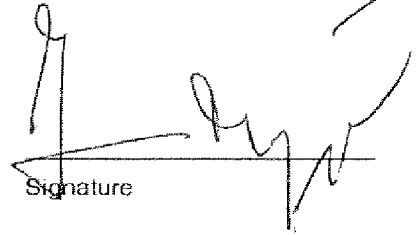
POWER OF ATTORNEY

Capacity

R'dam, 04-07-2008

Place and date

Venista Holding GmbH & Co.



Signature

JOCHEM FIEDT

Name

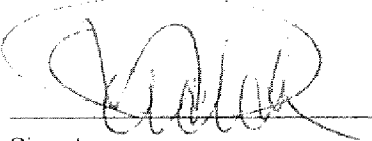
DIRECTOR

Capacity

COLOGNE, 04-07-08

Place and date

T. for TELECOM B.V.



Signature

NICO PADDING

Name

DIRECTOR

Capacity

R'DAM, 04-07-2008

Place and date

Initials Dexcom
Initials Ifortelecom



B/12

Initials Venista



ANNEX ATrademarks

Trademark	Reg. Number	Reg. Date	Renewal Date	Tm Type	Classes	Status	Country
Mjoy	2002/10171	15-7-2007	15-7-2012	WORD TM	38	May Expire	South Africa
Mjoy	2002/10170	15-7-2007	15-7-2012	WORD TM	35	May Expire	South Africa
Mjoy	2002/10169	15-7-2002	15-7-2012	WORD TM	9	May Expire	South Africa
Mjoy	3,084,364	25-4-2006	25-4-2016	WORD TM	9, 35, 38	Registered	United States of America
mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	International Registration
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Austria
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	35, 36, 37, 38, 42	Registered*	Germany
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Denmark
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Spain
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Finland
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	France
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	United Kingdom
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Greece
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Italy
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Norway
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Sweden

* Venista is aware of the fact that class 09 of the applied classes 09, 35, 36, 37, 38 and 42 has been refused for the MJOY Trademark applied for and registered in Germany.

Initials Docom

Initials (fortelecom)

9/12

Initials Venista:

ANNEX B

Domainnames

Domainnames	Holder
mjoy.biz	Tfortelecom
mjoy.info	Tfortelecom
mjoyyourself.com	Dexcom
mjoy.at	as far as owned directly or through a subsidiary that is under control of
mjoy.ch	
mjoy.co.uk	

and any further domains having the word part "mjoy" or "m-joy", which are owned directly or through a subsidiary that is under control of Dexcom or of Tfortelecom

Initials Dexcom:



Initials tfortelecom:



10/12

Initials Venista:



ANNEX C

Declaration and Power of Attorney

The undersigned:

DEXCOM HOLDINGS B.V., a company incorporated under the laws of the Netherlands, with its registered office at Beursplein 37, 3011 AA, Rotterdam, The Netherlands, hereinafter referred to as "Dexcom":

1. Hereby declares irrevocably in favor of

VENISTA HOLDING GMBH & CO. KG, a company incorporated under the laws of Germany, with its registered office at Landgrafenstrasse 106-a, 50931, Cologne, Germany, hereinafter referred to as "Venista",

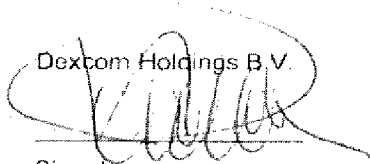
that by the Trademark and Domainname Assignment and Transfer Agreement between Dexcom and Venista, Dexcom has assigned and transferred the Trademarks, as described in Annex I (attached to this Declaration and Power of Attorney), to Venista against a good and valuable consideration;

2. Hereby authorizes Venista and its authorized representatives to act as lawful attorney in fact, with full power of substitution, to represent Dexcom before the competent national and international Trademark authorities, such as the WIPO and the national trademark offices of The United States of America and South Africa, to perform all formalities for the (national, and international) registration of the aforementioned assignment and transfer of the Trademarks, and elects domicile at the address of Venista.

Drafted and declared by:

Dexcom Holdings B.V.

Signature



NICO PADDINO

Name

POWER OF ATTORNEY

Capacity

ROTTERDAM, 04-07-2008

Place and date

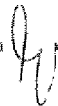
Initials Dexcom:

Initials (for telecom):



11/12

Initials Venista



Annex I

Trademark	Reg. Number	Reg. Date	Renewal Date	Tm Type	Classes	Status	Country
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Mjoy	3,084,364	25-4-2006	25-4-2016	WORD TM	9, 35, 38	Registered	United States of America
mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	International Registration
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Austria
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	35, 36, 37, 38, 42	Registered*	Germany
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Denmark
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Spain
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Finland
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	France
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	United Kingdom
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Greece
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Italy
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Initials Dexcom:

Initials Ifortelecom:

12/12

Initials Venista:

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1. Hereby declares irrevocably in favor of

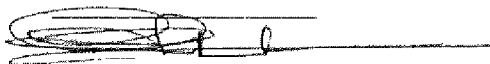
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that by the Trademark and Domainname Assignment and Transfer Agreement between Dexcom and Venista, Dexcom has assigned and transferred the Trademarks, as described in Annex I (attached to this Declaration and Power of Attorney), to Venista against a good and valuable consideration;

2. Hereby authorizes Venista and its authorized representatives to act as lawful attorney in fact, with full power of substitution, to represent Dexcom before the competent national and international Trademark authorities, such as the WIPO and the national trademark offices of The United States of America and South Africa, to perform all formalities for the (national, and international) registration of the aforementioned assignment and transfer of the Trademarks, and elects domicile at the address of Venista.

Drafted and declared by:

Dexcom Holdings B.V.



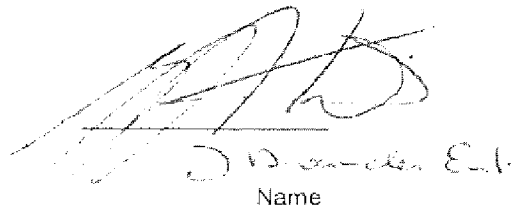
Signature

J. Lesterhuis

director

Capacity

date 26-09-2009



J. W. van der Ende

Name

D - Brak

Place and

Annex I

Trademark	Reg. Number	Reg. Date	Renewal Date	Tm Type	Classes	Status	Country
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Mjoy	787212	10-7-2002	10-7-2012	WORD TM	35, 36, 37, 38, 42	Registered*	<i>Germany</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Denmark</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Spain</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Finland</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>France</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>United Kingdom</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Greece</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Italy</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Norway</i>
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	<i>Sweden</i>

* Venista is aware of the fact that class 09 of the applied classes 09, 35, 36, 37, 38 and 42 has been refused for the MJOY Trademark applied for and registered in Germany.

Declaration and Power of Attorney

The undersigned:

DEXCOM HOLDINGS B.V., a company incorporated under the laws of the Netherlands, with its registered office at Beursplein 37, 3011 AA, Rotterdam, The Netherlands, hereinafter referred to as "Dexcom":

1. Hereby declares irrevocably in favor of

VENISTA HOLDING GMBH & CO. KG, a company incorporated under the laws of Germany, with its registered office at Spichernstraße 6B, 50672 Cologne, Germany, hereinafter referred to as "Venista",

that by the Trademark and Domainname Assignment and Transfer Agreement between Dexcom and Venista, Dexcom has assigned and transferred the Trademarks, as described in Annex I (attached to this Declaration and Power of Attorney), to Venista against a good and valuable consideration;

2. Hereby authorizes Venista and its authorized representatives to act as lawful attorney in fact, with full power of substitution, to represent Dexcom before the competent national and international Trademark authorities, such as the WIPO and the national trademark offices of The United States of America and South Africa, to perform all formalities for the (national, and international) registration of the aforementioned assignment and transfer of the Trademarks, and elects domicile at the address of Venista.

Drafted and declared by:

Dexcom Holdings B.V.

Signature

Capacity

date

director

26-09-2009

J.W. Oosterhout
J. Lestervhuis

Name

Streeklouwenbosch

Place and

Annex I

Trademark	Reg. Number	Reg. Date	Renewal Date	Tm Type	Classes	Status	Country
Mjoy	2002/10171	15-7-2007	15-7-2012	WORD TM	38	May Expire	South Africa
Mjoy	2002/10170	15-7-2007	15-7-2012	WORD TM	35	May Expire	South Africa
Mjoy	2002/10169	15-7-2002	15-7-2012	WORD TM	9	May Expire	South Africa
Mjoy	3,084,364	25-4-2006	25-4-2016	WORD TM	9, 35, 38	Registered	United States of America
mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	International Registration
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Austria
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	35, 36, 37, 38, 42	Registered*	Germany
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Denmark
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Spain
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Finland
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	France
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	United Kingdom
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Greece
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Italy
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Norway
Mjoy	787212	10-7-2002	10-7-2012	WORD TM	09, 35, 36, 37, 38, 42	Registered	Sweden

* Venista is aware of the fact that class 09 of the applied classes 09, 35, 36, 37, 38 and 42 has been refused for the MJOY Trademark applied for and registered in Germany.

POWER OF ATTORNEY

DEXCOM HOLDINGS N.V., a public company incorporated under the laws of the Netherlands, with its registered office at Beursplein 37, 3011 AA, Rotterdam, The Netherlands (hereinafter referred to as: "Dexcom"), for the purposes of this power of attorney duly represented by its statutory director Johannes Lesterhuis;

Herewith grants special power of attorney to:

NICOLAAS PAUL PADDING (hereinafter referred to as "Padding"), director (jointly authorized with Dexcom) of T. for Telecom B.V., a private company incorporated under the laws of the Netherlands, with its registered office at Vareseweg 41, 3047 AT, Rotterdam, The Netherlands (hereinafter referred to as "T. for Telecom");

To:


sign and execute, on behalf of both Dexcom as T. for Telecom, two agreements with Venista Holding GmbH & Co. KG, a company incorporated under the laws of Germany, with its registered office at Landgrafenstrasse 106-a, 50931, Cologne, Germany (hereinafter referred to as "Venista"), regarding the license and transfer of several MJOY trademarks of Dexcom and several domainnames, i.e.:

1. License Agreement;
2. Trademark and Domainname Assignment and Transfer Agreement.

These rights, powers and authority shall be deemed to have commenced and to have been in full force and effect from July 1, 2008 and shall remain in full force and effect until this power of attorney will be withdrawn in writing.

Thus declared and signed in twofold in 's Hertogenbosch at 1. July 2008

On behalf of Dexcom Holdings N.V.


Johannes Lesterhuis (director)