

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST - SUPER SENIOR INDENTURE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockley Photonics Limited		10/25/2022	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 DELAWARE AVENUE, 11TH FLOOR		
Internal Address:	WSFS Bank Center		
City:	WILMINGTON		
State/Country:	UNITED STATES		
Postal Code:	19801		
Entity Type:	Federal Savings Bank: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90732561	ROCKLEY	
Serial Number:	97330845	VITALSPEX	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Ave		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	069548-30270		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/s/ Lauren G. Grau		
DATE SIGNED:	10/25/2022		
Total Attachments: 6			
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ACKNOWLEDGEMENT OF TRADEMARK SECURITY INTEREST

This ACKNOWLEDGEMENT OF TRADEMARK SECURITY INTEREST (Super Senior Indenture) (as amended, restated amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Interest Acknowledgement") dated October 25, 2022, is made by Rockley Photonics Limited, a limited liability company incorporated in England and Wales ("Grantor") in favor of Wilmington Savings Fund Society, FSB, solely in its capacity as Collateral Agent for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indentures and the Debenture referred to therein.

WHEREAS, Rockley Photonics Holdings Limited, an exempted company incorporated in the Cayman Islands (the "Issuer"), the guarantors from time to time party thereto, and Wilmington Savings Fund Society, FSB ("WSFS") as trustee and collateral agent (in such capacities, the "Junior Trustee") have entered into that certain Indenture, dated May 27, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Original Indenture") pursuant to which the Issuer issued senior secured convertible notes in accordance with the terms of the Junior Indenture (as defined below) (such notes, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Junior Notes").

WHEREAS, the Original Indenture was amended by (i) the First Supplemental Indenture, dated as of August 4, 2022 (the "First Supplemental Indenture"), between the Issuer and the Junior Trustee, (ii) the Second Supplemental Indenture, dated as of September 30, 2022, by and among the Issuer, the other Grantors party thereto, and WSFS as trustee (the "Second Supplemental Indenture"), and (iii) the Fourth Supplemental Indenture, dated as of October 25, 2022, between the Issuer and the Junior Trustee (the "Fourth Supplemental Indenture" and, together with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time (other than the Third Supplemental Indenture, dated as of September 30, 2022, the "Junior Indenture").

WHEREAS, the Issuer, the guarantors from time to time party thereto, and WSFS, as trustee and collateral agent (in such capacities, the "Super Senior Trustee") have entered into that certain Indenture, dated October 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Super Senior Indenture" and together with the Junior Indenture, the "Indentures") pursuant to which the Issuer issued senior secured convertible notes in accordance with the terms of the Super Senior Indenture (such notes, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Super Senior Notes").

WHEREAS, the Issuer, the guarantors from time to time party thereto, WSFS, as Junior Trustee, WSFS, as Super Senior Trustee and WSFS as collateral agent for the benefit of itself and the other Secured Parties (in such capacity, the "Collateral Agent") have entered into that certain Collateral Agency and Intercreditor Agreement, dated October 25, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") pursuant to which the relative rights and priorities are set forth between the holders of the Junior Notes and Super Senior Notes.

WHEREAS, in connection with the Indentures, the Grantor entered into that certain UK Debenture dated May 27, 2022 (the "Original Debenture"), as amended and supplemented by (i) the Supplemental Debenture, dated as of October 3, 2022, between the Grantor, as Chargor and the Collateral Agent (the "First Supplemental Debenture") and (ii) the Second Supplemental Debenture,

dated as of October 25, 2022, between the Grantor as Chargor and the Collateral Agent (the “Second Supplemental Debenture” and, together with the Original Debenture, the First Supplemental Debenture, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Debenture”), the Original Debenture was a condition precedent to the issuance of the Junior Notes under the Junior Indenture and the Second Supplemental Debenture is a condition precedent to the issuance of Super Senior Notes under the Super Senior Indenture.

WHEREAS, under the terms of the Debenture as required by the Super Senior Indenture, Grantor granted to the Collateral Agent, for its benefit and the ratable benefit of the other Secured Parties, a security interest in, among other property, certain intellectual property owned by Grantor, and Grantor has agreed, as a condition thereof to acknowledge the grant of the security interest made by Grantor in the Debenture by executing this Trademark Security Interest Acknowledgement for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, Grantor acknowledges and agrees as follows:

SECTION 1. Acknowledgement of Grant of Security Interest. Grantor hereby acknowledges that under the terms of the Debenture as required by the Super Senior Indenture, Grantor granted to the Collateral Agent, for its benefit and the benefit of the other Secured Parties, a security interest in, among other property, all of Grantor’s rights, title, and interest in and to the following intellectual property owned by Grantor, in each case to the extent such intellectual property is not Excluded Property (the “Collateral”):

(a) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, all goodwill of the business of the Grantors connected with and symbolized by such trademarks, including without limitation, the trademarks of each Grantor listed on Schedule A attached hereto (in no event shall Collateral include any application for registration of a trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office) and all proceeds of any and all of the foregoing (the “Trademarks”).

SECTION 2. Recordation. This Trademark Security Interest Acknowledgement has been executed and delivered by Grantor for the purpose of recording it with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Interest Acknowledgement.

SECTION 3. Execution in Counterparts; Electronic Signatures. Section 18.10 of the Indenture (*Execution in Counterparts; Electronic Signatures*) is hereby incorporated by this reference, *mutatis mutandis*.

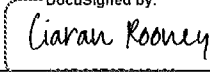
SECTION 4. Rights and Remedies. This Trademark Security Interest Acknowledgement has been entered into in conjunction with the provisions of the Debenture as required by the Super Senior Indenture. Grantor does hereby acknowledge and confirm that the grant of the security interest acknowledged hereunder and the rights and remedies of the Collateral Agent with respect to the Collateral are made and fully set forth in the Debenture, 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 Trademark Security Interest Acknowledgement and the terms of the Debenture, the terms of the Debenture shall govern.

SECTION 5. Concerning the Collateral Agent. Wilmington Savings Fund Society, FSB is acting under this Trademark Security Interest Acknowledgement solely in its capacity as Collateral Agent under the Intercreditor Agreement and the Super Senior Indenture and not in its individual capacity. In acting hereunder, the Collateral Agent shall be entitled to all of the rights, privileges, protections, indemnities and immunities granted to it under the Intercreditor Agreement and the Super Senior Indenture, as if such rights, privileges, protections, indemnities and immunities were set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Interest Acknowledgement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

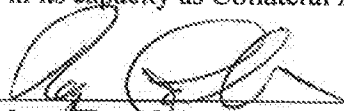
ROCKLEY PHOTONICS LIMITED, as Grantor

By: 
Name: Ciaran Rooney
Title: Director

[Signature Page to Trademark Security Interest Acknowledgement]

**TRADEMARK
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WILMINGTON SAVINGS FUND SOCIETY, FSB,
solely in its capacity as Collateral Agent

By: 
Name: Raye Goldsborough
Title: Vice President

[Signature Page to Trademark Security Interest Acknowledgement]

TRADEMARK
REEL: 007876 FRAME: 0640

SCHEDULE A

TO TRADEMARK SECURITY INTEREST ACKNOWLEDGEMENT

Owner	Jurisdiction Name	Mark Text	Application Number	Application Date	Granted Right Number	Grant Date	Class
Rockley Photonics Limited	United States of America	BIOPTX	Not Yet Known	17/05/2022			10, 42
Rockley Photonics Limited	United States of America	CLINIC-ON-THE-WRIST	Not Yet Known	17/05/2022			9, 10, 42
Rockley Photonics Limited	United States of America	ROCKLEY	Not Yet Known	25/07/2022			9, 35, 42, 45
Rockley Photonics Limited	United States of America	RayDriver	79280138	09/12/2019	6263405	09/02/2021	9, 42
Rockley Photonics Limited	United States of America	ROCKLEY	79212601	19/09/2016	5582684	16/10/2018	9, 42
Rockley Photonics Limited	United States of America	ROCKLEY	90732561	25/05/2021			9, 10, 42
Rockley Photonics Limited	United States of America	TOPANGA	79222674	18/08/2017	5552754	04/09/2018	9, 42
Rockley Photonics Limited	United States of America	VITALSPEX	97330845	25/03/2022			9, 42