

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM795521

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rockley Photonics Limited		03/14/2023	Limited Liability Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Wilmington Savings Fund Society, FSB, as Collateral Agent		
Street Address:	500 Delaware Avenue		
Internal Address:	11th Floor		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	FEDERAL SAVINGS BANK: UNITED STATES		
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:	2149813345		
Email:	lggrau@sidley.com		
Correspondent Name:	Lauren G. Grau		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	069548-30270		
NAME OF SUBMITTER:	Lauren G. Grau		
SIGNATURE:	/s/ Lauren G. Grau		
DATE SIGNED:	03/19/2023		
Total Attachments: 5			
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ACKNOWLEDGEMENT OF TRADEMARK SECURITY INTEREST

This ACKNOWLEDGEMENT OF TRADEMARK SECURITY INTEREST (as amended, restated amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Interest Acknowledgement”) dated March 14, 2023, 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 (in such capacity, together with its successors and assigns, the “Collateral Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement, the Guaranty and the Debenture referred to herein.

WHEREAS, Rockley Photonics Topco, Inc., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”) and the Collateral Agent have entered into that certain Note Purchase Agreement, dated March 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”) pursuant to which the Issuer issued senior secured convertible notes in accordance with the terms of the Note Purchase Agreement (such notes, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Notes”).

WHEREAS, a condition precedent to the Note Purchase Agreement was the entry by certain subsidiaries of the Issuer, including the Grantor, into that certain Guaranty Agreement, dated March 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty”), in favor of the Collateral Agent (as defined above) for the benefit of itself and the other Secured Parties pursuant to which Grantor and the other Guarantors have guaranteed the Guaranteed Obligations (as defined therein).

WHEREAS, in connection with the Guaranty, the Grantor entered into that certain UK Debenture, dated March 14, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Debenture”), in favor of the Collateral Agent for the benefit of itself and the other Secured Parties to secure the payment and performance of all of the Secured Obligations.

WHEREAS, under the terms of the Debenture as required by the Note Purchase Agreement and the Guaranty, 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 Note Purchase Agreement and the Guaranty, 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 Grantor

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. This Trademark Security Interest Acknowledgement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Interest Acknowledgement by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Trademark Security Interest Acknowledgement.

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 Note Purchase Agreement and the Guaranty. 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 without recourse, representation, warranty or liability whatsoever, solely in its capacity as Collateral Agent under the Note Purchase Agreement and the Guaranty 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 Note Documents, including the Note Purchase Agreement and the Guaranty, 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: Richard A. Meier
Name: **Richard A. Meier**
Title: **Director**

**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: 008024 FRAME: 0606**

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	79356987	17/05/2022			10, 42
Rockley Photonics Limited	United States of America	CLINIC-ON-THE-WRIST	79358372	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	973330845	25/03/2022			9, 42

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RECORDED: 03/19/2023