

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI172026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allurion Technologies, LLC		04/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Acquiom Agency Services LLC		
Street Address:	950 17th St., Suite 1400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	7316951	ALLURION	
Registration Number:	6956295	A	
Registration Number:	6956304	ALLURION	
Registration Number:	7093942	ALLURION	
Registration Number:	5445950	ALLURION	
Registration Number:	6059052	ELIPSE	
Serial Number:	97187678	A	
CORRESPONDENCE DATA			
Fax Number:	1310551874		
<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:	3105518755		
Email:	arobertsonbora@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	Gibson, Dunn & Crutcher LLP		
Address Line 2:	2029 Century Park East, Suite 4000		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	79981-00010		
NAME OF SUBMITTER:	AMANDA ROBERTSON BORA		

CH \$190.00.00 97187714

SIGNATURE:	AMANDA ROBERTSON BORA
DATE SIGNED:	04/17/2024
Total Attachments: 12 source=Allurion-RTW -Trademark Security Agreement (Executed)#page1.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page2.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page3.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page4.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page5.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page6.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page7.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page8.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page9.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page10.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page11.tif source=Allurion-RTW -Trademark Security Agreement (Executed)#page12.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2024 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Acquiom Agency Services LLC, as collateral agent for the Purchasers and the Principal Purchaser (each, as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantors, among other grantors, are party to a Security Agreement, dated as April 16, 2024 (as amended, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “*Security Agreement*”), in favor of the Collateral Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Collateral Agent a security interest in, and the Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, the Principal Purchaser and the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to provide financing to the Company thereunder, each Trademark Grantor hereby grants to the Collateral Agent, for itself and the ratable benefit of the Principal Purchaser and the Purchasers, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that, and during the period in which, the grant of a security interest in any such trademark application would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

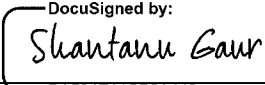
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

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

ALLURION TECHNOLOGIES, LLC

By: 
Name: DA594E11CB2A449... Shantanu Gaur
Title: Chief Executive Officer

Address: 11 Huron Drive
Suite 200
Natick MA, 01760

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:
ACQUIOM AGENCY SERVICES LLC, as collateral
agent for the Purchasers and the Principal Purchaser


By *Shon McCraw-Davis*
Name: Shon McCraw-Davis
Title: Director

Address: 950 17th St Suite 1400,
Denver, CO 80202
Attn: Shon McCraw-Davis
Email: SMccrawDavis@srsacquiom.com

[Signature Page to Trademark Security Agreement]





TRADEMARK
REEL: 008402 FRAME: 0366



TRADEMARKS¹Trademark Registrations and Applications



<u>Trademark</u>	<u>Application/ Registration No. (as applicable)</u>	<u>Application/ Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
ALLURION	Reg 7316951	Reg 27-FEB-2024	USPTO	Allurion Technologies, Inc.
A	App 97187678	App 23-DEC-2021	USPTO	Allurion Technologies, Inc.
A	Reg 6956295	Reg 17-JAN-2023	USPTO	Allurion Technologies, Inc.
ALLURION	Reg 6956304	Reg 17-JAN-2023	USPTO	Allurion Technologies, Inc.
ALLURION	Reg 7093942	Reg 27-JUN-2023	USPTO	Allurion Technologies, Inc.
ALLURION	Reg 5445950	Reg 17-APR-2018	USPTO	Allurion Technologies, Inc.
ELIPSE	Reg 6059052	Reg 19-MAY-2020	USPTO	Allurion Technologies, Inc.
	Reg TMA1217559	Reg 05-JAN-2024	Canada	Allurion Technologies, Inc.


¹ All intellectual property is owned by Allurion Technologies, LLC (formerly known as Allurion Technologies, Inc.). Amendments will be made at the USPTO, EPO and other intellectual property offices to reflect Allurion Technologies, LLC's ownership after the Closing Date.

<u>Trademark</u>	<u>Application/ Registration No. (as applicable)</u>	<u>Application/ Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
ALLURION	Reg TMA1135834	Reg 27-JUL-2022	Canada	Allurion Technologies, Inc.
ALLURION	Reg 2451192	Reg 14-SEP-2022	Mexico	Allurion Technologies, Inc.
ALLURION	Reg 2446185	Reg 07-SEP-2022	Mexico	Allurion Technologies, Inc.
ALLURION	Reg 2451191	Reg 14-SEP-2022	Mexico	Allurion Technologies, Inc.
A	Reg 2528533	Reg 03-APR-2023	Mexico	Allurion Technologies, Inc.
A	Reg 2524705	Reg 23-MAR-2023	Mexico	Allurion Technologies, Inc.
A	Reg 2529169	Reg 05-APR-2023	Mexico	Allurion Technologies, Inc.
ALLURION	Reg 2366920	Reg 08-MAR-2022	Mexico	Allurion Technologies, Inc.
ALLURION	Reg 2366922	Reg 08-MAR-2022	Mexico	Allurion Technologies, Inc.
ALLURION	Reg 2366921	Reg 08-MAR-2022	Mexico	Allurion Technologies, Inc.

<u>Trademark</u>	<u>Application/ Registration No. (as applicable)</u>	<u>Application/ Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
	Reg 1391362	Reg 28-MAR-2023	Chile	Allurion Technologies, Inc.
ALLURION	Reg 1379055	Reg 31-AUG-2022	Chile	Allurion Technologies, Inc.
ELIPSE	Reg UK00916980179	Reg 05-FEB-2019	United Kingdom	Allurion Technologies, Inc.
ELIPSE	Reg 16980179	Reg 05-FEB-2019	European Union	Allurion Technologies, Inc.
	Reg 1639424	Reg 17-Apr-2022	Kuwait	Allurion Technologies, Inc.
ALLURION	Reg 1618945	Reg 18-Aug-2020	Kuwait	Allurion Technologies, Inc.
ALLURION	Reg 1618946	Reg 18-Aug-2020	Kuwait	Allurion Technologies, Inc.
ALLURION	Reg 1618944	Reg 18-Aug-2020	Kuwait	Allurion Technologies, Inc.
	Reg 1443030631	Reg 28-Jun-2022	Saudi Arabia	Allurion Technologies, Inc.
	Reg 1443030632	Reg 28-Jun-2022	Saudi Arabia	Allurion Technologies, Inc.

<u>Trademark</u>	<u>Application/ Registration No. (as applicable)</u>	<u>Application/ Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
	Reg 1443030630	Reg 28-Jun-2022	Saudi Arabia	Allurion Technologies, Inc.
ALLURION	Reg 1443019126	Reg 24-Apr-2022	Saudi Arabia	Allurion Technologies, Inc.
ALLURION	Reg 1443019130	Reg 24-Apr-2022	Saudi Arabia	Allurion Technologies, Inc.
ALLURION	Reg 1441024719	Reg 03-Aug-2020	Saudi Arabia	Allurion Technologies, Inc.
	Reg 374835	Reg 27-SEP-2022	United Arab Emirates	Orion Technologies Inc.
	Reg 374834	Reg 27-SEP-2022	United Arab Emirates	Orion Technologies Inc.
	Reg 374836	Reg 27-SEP-2022	United Arab Emirates	Orion Technologies Inc.
ALLURION	Reg 332978	Reg 29-OCT-2020	United Arab Emirates	Orion Technologies Inc.
ALLURION	Reg 332977	Reg 29-OCT-2020	United Arab Emirates	Orion Technologies Inc.
ALLURION	Reg 332976	Reg 29-OCT-2020	United Arab Emirates	Orion Technologies Inc.

<u>Trademark</u>	<u>Application/Registration No. (as applicable)</u>	<u>Application/Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
	Reg 63181188	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
ALLURION	Reg 63181216	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
ALLURION	Reg 63182783	Reg 07-SEP-2022	China	Allurion Technologies, Inc.
ALLURION	Reg 63191001	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
	Reg 63188720	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
ALLURION	Reg 63181241	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
ALLURION	Reg 63207711	Reg 07-SEP-2022	China	Allurion Technologies, Inc.
AN RUI REN	Reg 63211867	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
AN RUI REN	Reg 63211899	Reg 14-SEP-2022	China	Allurion Technologies, Inc.
AN RUI REN	Reg 31914455	Reg 21-MAR-2019	China	Allurion Technologies, Inc.

<u>Trademark</u>	<u>Application/Registration No. (as applicable)</u>	<u>Application/Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
ALLURION	Reg 31914449	Reg 07-APR-2019	China	Allurion Technologies, Inc.
	Reg 31894949	Reg 07-APR-2019	China	Allurion Technologies, Inc.
ALLURION	Reg 31908440	Reg 07-APR-2019	China	Allurion Technologies, Inc.
A	Reg 1662454	Reg 11-FEB-2022	International Register Protection claimed: Australia Brazil Canada EU UK New Zealand Turkey	Allurion Technologies, Inc.
ALLURION	Reg 1564290	Reg 28-AUG-2020	International Register Protection claimed: Australia Brazil Canada	Allurion Technologies, Inc.

<u>Trademark</u>	<u>Application/Registration No. (as applicable)</u>	<u>Application/Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
			EU UK New Zealand Turkey	
A	Reg 2270988	Reg 11-FEB-2022	Australia	Allurion Technologies, Inc.
ALLURION	Reg 2142227	Reg 28-AUG-2020	Australia	Allurion Technologies, Inc.
A	Reg 1662454	Reg 11-FEB-2022	Brazil	Allurion Technologies, Inc.
ALLURION	Reg 1564290	Reg 28-AUG-2020	Brazil	Allurion Technologies, Inc.
A	Reg 1662454	Reg 11-FEB-2022	European Union	Allurion Technologies, Inc.
ALLURION	Reg 1564290	Reg 28-AUG-2020	European Union	Allurion Technologies, Inc.
A	Reg 1662454	Reg 11-FEB-2022	United Kingdom	Allurion Technologies, Inc.
ALLURION	Reg 1564290	Reg 28-AUG-2020	United Kingdom	Allurion Technologies, Inc.

<u>Trademark</u>	<u>Application/Registration No. (as applicable)</u>	<u>Application/Registration Date (as applicable)</u>	<u>Jurisdiction</u>	<u>Registered Owner</u>
A	Reg 1210626	Reg 11-FEB-2022	New Zealand	Allurion Technologies, Inc.
ALLURION	Reg 1205170	Reg 28-AUG-2020	New Zealand	Allurion Technologies, Inc.
A	Reg 1662454	Reg 11-FEB-2022	Turkey	Allurion Technologies, Inc.
ALLURION	Reg 1564290	Reg 28-AUG-2020	Turkey	Allurion Technologies, Inc.