

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492301

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LifeScan IP Holdings, LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	101 N Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 44			
Property Type	Number	Word Mark	
Registration Number:	3951993	ADVANCED GLIDE	
Registration Number:	5210706	COLORSURE	
Registration Number:	5371118	COLORSURE	
Registration Number:	2610778	DATALINK	
Registration Number:	3948644	DELICA	
Registration Number:	4088336	DOUBLESURE	
Registration Number:	4165584	DTIME	
Registration Number:	5210704	EVERY TOUCH IS A STEP FORWARD	
Registration Number:	2768394	FINEPOINT	
Registration Number:	1384863	LIFESCAN	
Registration Number:	5008235	LIFESCAN	
Registration Number:	1484999	ONE TOUCH	
Registration Number:	2631514	ONE TOUCH	
Registration Number:	2710143	ONE TOUCH	
Registration Number:	2538658	ONE TOUCH ULTRA	
Registration Number:	2863393	ONETOUCH	
Registration Number:	3039103	ONETOUCH	
Registration Number:	5430958	ONETOUCH	
Registration Number:	3522480	ONETOUCH AST	
TRADEMARK			

OP \$1115.00 3951993

Property Type	Number	Word Mark
Registration Number:	4459446	ONETOUCH REVEAL
Registration Number:	4560179	
Registration Number:	3651557	ONETOUCH SELECT
Registration Number:	3491332	ONETOUCH ULTRA
Registration Number:	4112124	ONETOUCH VERIO
Registration Number:	4999116	ONETOUCH VERIO FLEX
Registration Number:	4122419	ONETOUCH VERIO IQ
Registration Number:	4471177	ONETOUCH VERIOSYNC
Registration Number:	3369865	ONETOUCH ZOOM
Registration Number:	1619708	PENLET
Registration Number:	3771466	PINK GLOW
Registration Number:	3771467	SILVER MOON
Registration Number:	4243333	SMARTSCAN
Registration Number:	3065128	SNAPSHOT
Registration Number:	3190621	
Registration Number:	2704163	SURESTEPFLEXX
Registration Number:	4258914	TOOLS FOR LIFE
Registration Number:	3642309	ULTRA
Registration Number:	2730625	ULTRACLEAR
Registration Number:	3442347	ULTRAMINI
Registration Number:	2730626	ULTRASMART
Registration Number:	2538364	ULTRASOFT
Serial Number:	87181607	O
Serial Number:	87453669	ONETOUCH ULTRA PLUS FLEX
Serial Number:	87713865	ONETOUCH VERIO REFLECT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	10/02/2018

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
LifeScan IP Holdings, LLC

Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other_limited liability company - Delaware _____
Citizenship (see guidelines) U.S.A.
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Bank of America, N.A., as Collateral Agent
Street Address: 101 N Tryon Street
City: Charlotte
State: NC
Country: USA Zip: 28255-0001

Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s) :
Execution Date(s) October 1, 2018

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s) Text
see attached Schedule I

B. Trademark Registration No.(s)
see attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):


5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Doris Ka, Legal Assistant
Internal Address: Cahill Gordon & Reindel LLP
Street Address: 80 Pine Street
City: New York
State: NY Zip: 10005
Phone Number: (212) 701-3569
Docket Number: 08061.1534 (1L)
Email Address: dka@cahill.com

6. Total number of applications and registrations involved: 44

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
Deposit Account Number _____
Authorized User Name _____

9. Signature:  October 2, 2018
Signature Date
Doris Ka
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018, made by each of the undersigned grantors (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of BANK OF AMERICA, N.A., in its capacity as Collateral Agent.

WITNESSETH:

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of October 1, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement (this “Trademark Security Agreement”);

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Creditors, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the Priority Payment Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor:

- (a) Marks of such Grantor, including those listed on Schedule I attached hereto (other than Excluded Collateral);
- (b) all goodwill associated with such Marks (other than Excluded Collateral); and
- (c) all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”).

As security for the Non-Priority Payment Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Non-Priority Payment Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademark Collateral of such Grantor or in which such Grantor has any rights.

SECTION 3. Security Agreement. 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Marks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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 control.

SECTION 4. Termination. Upon the occurrence of the Termination Date and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Marks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreements. This Trademark Security Agreement is subject to the terms and conditions set forth in the Intercreditor Agreement (as defined in the Credit Agreement) in all respects and, in the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of Intercreditor Agreement shall govern.

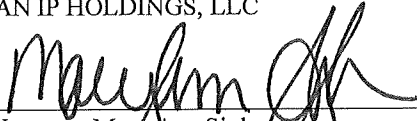
[signature page follows]

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

Very truly yours,

LIFESCAN IP HOLDINGS, LLC

By: _____


Name: Mary Ann Sigler
Title: Treasurer




[Signature Page to First Lien Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____


Name: Henry Pennell
Title: Vice President

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006447 FRAME: 0643

SCHEDULE I
to
FIRST LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
LifeScan IP Holdings, LLC	3951993	ADVANCED GLIDE
LifeScan IP Holdings, LLC	5210706	COLORSURE
LifeScan IP Holdings, LLC	5371118	COLORSURE logo
LifeScan IP Holdings, LLC	2610778	DATALINK
LifeScan IP Holdings, LLC	3948644	DELICA
LifeScan IP Holdings, LLC	4088336	DOUBLESURE
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LifeScan IP Holdings, LLC	5430958	ONETOUCH
LifeScan IP Holdings, LLC	3522480	ONETOUCH AST
LifeScan IP Holdings, LLC	4459446	ONETOUCH REVEAL
LifeScan IP Holdings, LLC	4560179	ONETOUCH REVEAL LOGO
LifeScan IP Holdings, LLC	3651557	ONETOUCH SELECT
LifeScan IP Holdings, LLC	3491332	ONETOUCH ULTRA
LifeScan IP Holdings, LLC	4112124	ONETOUCH VERIO
LifeScan IP Holdings, LLC	4999116	ONETOUCH VERIO FLEX
LifeScan IP Holdings, LLC	4122419	ONETOUCH VERIO IQ
LifeScan IP Holdings, LLC	4471177	ONETOUCH VERIOSYNC
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LifeScan IP Holdings, LLC	3771466	PINK GLOW
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LifeScan IP Holdings, LLC	2730626	ULTRASMART
LifeScan IP Holdings, LLC	2538364	ULTRASOFT

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
LifeScan IP Holdings, LLC	87/181607	O Logo
LifeScan IP Holdings, LLC	87/453669	ONETOUCH ULTRA PLUS FLEX
LifeScan IP Holdings, LLC	87/713865	ONETOUCH VERIO REFLECT