

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Medical Alert Corp.		12/23/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland plc		
Street Address:	250 Bishopsgate		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 4AA		
Entity Type:	Public Limited Co.: UNITED KINGDOM		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2824680	AMERICAN MEDICAL ALERT	
Registration Number:	2525500	HLINK	
Registration Number:	3598882	MEDSMART	
Registration Number:	2486357	MEDTIME	
Registration Number:	1581284	SECURE-NET	
Registration Number:	2107823	VOICECARE	
Registration Number:	2695436	WHERE PATIENTS AND PROVIDERS CONNECT	
Serial Number:	76707625	AMAC	
Serial Number:	76667247	I-LINK	
Serial Number:	76707716	MOBILE-GUARDIAN	
Serial Number:	76707809	MOBILE-MATE	
Serial Number:	76687968	RESPONSE CALL	
CORRESPONDENCE DATA			

CH \$315.00 2824680

Fax Number: (302)636-5454  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	048996
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DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	01/05/2012
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Total Attachments: 10  
source=1-5-11 American Medical Alert-TM#page1.tif  
source=1-5-11 American Medical Alert-TM#page2.tif  
source=1-5-11 American Medical Alert-TM#page3.tif  
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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):

American Medical Alert Corp.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: New York  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 23, 2011

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: The Royal Bank of Scotland plc

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 250 Bishopsgate

City: London

State: \_\_\_\_\_

Country: England Zip: EC2M 4AA

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_

☒ Other Public Limited Co. Citizenship U.K.

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A

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: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5650

Email Address: ORDERS# 048996

6. Total number of applications and registrations involved:

12

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:

Christian A. Trambley  
Signature  
Name of Person Signing

1/5/2012  
Date

Total number of pages including cover sheet, attachments, and document: 10

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of December 23, 2011, is made by the Additional Grantor listed on the signature pages hereof (the "**IP Grantor**"), in favor of Royal Bank of Scotland plc, as security agent (in such capacity, together with any successor Security Agent, the "**Security Agent**") for the benefit of the Senior Finance Parties and the Mezzanine Finance Parties (collectively, the "**Secured Parties**").

WHEREAS, the Grantors, including the IP Grantor, have executed and delivered that certain Security Agreement dated as of December 21, 2011 made by the Grantors to the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Terms. Unless otherwise defined in this IP Security Agreement capitalized terms shall have the meaning provided in the Security Agreement. Unless otherwise defined herein or in the Security Agreement, uncapitalized terms used herein defined in Article 8 or 9 of the UCC (as defined below) are used in this Agreement as such uncapitalized terms are defined in such Article 8 or 9.

SECTION 2. Grant of Security. The IP Grantor hereby grants to the Security Agent for the ratable benefit of the Secured Parties a security interest in all of the IP Grantor's right, title and interest in and to the following (the "**IP Collateral**");

- (A) the patents and patent applications set forth in Schedule A hereto;
- (B) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in any United States intent-to-use trademark applications prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application and/or any registration that issues therefrom under applicable federal law), together with the goodwill symbolized thereby;
- (C) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the IP Grantor accruing thereunder or pertaining thereto;
- (E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or

breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) all proceeds of income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 3. Security for Obligations. This IP Security Agreement secures, in the case of the IP Grantor, the payment of all obligations of each of the Obligors now or hereafter existing under any of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. The IP Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks as applicable, record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The IP Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Agent with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

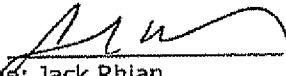
SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws that would result in the application of any law other than the law of the State of New York.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:  
c/o AMERICAN MEDICAL ALERT CORP.  
36-36 33rd Street  
Long Island City, New York 11106

AMERICAN MEDICAL ALERT CORP.

By:   
Name: Jack Rhian  
Title: President

Acknowledged and Agreed:

**THE ROYAL BANK OF SCOTLAND PLC**, as Security Agent

By: 

Name: SHAWN KAUFMAN

Title: AUTHOLISED SIGNATORY

Address for Notices:

Address: The Royal Bank of Scotland plc  
250 Bishopsgate London EC2M 4AA England

Email: helen.oliver@rbs.com

Attention: Helen Oliver  
EMEA Agency

# SCHEDULE A

## Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
American Medical Alert Corp.	AMERICAN MEDICAL ALERT	USA	2824680	76485732	1/27/2003	3/23/2004
American Medical Alert Corp.	HLINK	USA	2525500	75539408	8/19/1998	1/1/2002
American Medical Alert Corp.	MEDSMART	USA	3598882	76657228	3/24/2006	3/31/2009
American Medical Alert Corp.	MEDTIME	USA	2486357	75520969	7/17/1998	9/4/2001
American Medical Alert Corp.	SECURE-NET	USA	1581284	73809411	6/27/1989	2/6/1990
American Medical Alert Corp.	VOICECARE	USA	2107823	75062959	2/26/1996	10/21/1997
American Medical Alert Corp.	WHERE PATIENTS AND PROVIDERS CONNECT	USA	2695436	76402332	4/29/2002	3/11/2003
American Medical Alert Corp.	AMAC	USA	--	76707625	5/16/2011	--
American Medical Alert Corp.	I-LINK	USA	--	76667247	10/10/2006	--
American Medical Alert Corp.	MOBILE-GUARDIAN	USA	--	76707716	5/23/2011	--
American Medical Alert Corp.	MOBILE-MATE	USA	--	76707809	5/27/2011	--



American RESPONSE USA  
Medical CALL  
Alert  
Corp.

-- 76687968 3/21/2008 --

# SCHEDULE B

## Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
American Medical Alert Corp.	AMERICAN MEDICAL ALERT	USA	2824680	76485732	1/27/2003	3/23/2004
American Medical Alert Corp.	HLINK	USA	2525500	75539408	8/19/1998	1/1/2002
American Medical Alert Corp.	MEDSMART	USA	3598882	76657228	3/24/2006	3/31/2009
American Medical Alert Corp.	MEDTIME	USA	2486357	75520969	7/17/1998	9/4/2001
American Medical Alert Corp.	SECURE-NET	USA	1581284	73809411	6/27/1989	2/6/1990
American Medical Alert Corp.	VOICECARE	USA	2107823	75062959	2/26/1996	10/21/1997
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American Medical Alert Corp.	AMAC	USA	--	76707625	5/16/2011	--
American Medical Alert Corp.	I-LINK	USA	--	76667247	10/10/2006	--
American Medical Alert Corp.	MOBILE-GUARDIAN	USA	--	76707716	5/23/2011	--
American Medical Alert Corp.	MOBILE-MATE	USA	--	76707809	5/27/2011	--

American RESPONSE USA  
Medical CALL  
Alert  
Corp.

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76687968 3/21/2008

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**SCHEDULE C**

**Copyrights**

None.

**Exclusive Copyright Agreements**

None.