

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
GreatCall, Inc.		06/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85428009	5STAR
Serial Number:	85427980	5STAR URGENT RESPONSE
Serial Number:	85427965	5STAR RESPONDER

CORRESPONDENCE DATA	
Fax Number:	8586385130
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-638-6730
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-323
NAME OF SUBMITTER:	Troy Zander

CH \$90.00 85428009

Signature:	/s/ Troy Zander
Date:	08/02/2012
Total Attachments: 5 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2007 by and between SILICON VALLEY BANK ("Bank") and GREATCALL, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this

Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including a Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all material intellectual property in which Grantor has an interest, excluding know-how, ideas and property which is licensed by Grantor from third parties.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

100 Via de la Valle
Del Mar, CA 92014

GRANTOR:

By: *Ben King*
Title: CEO

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

BANK:

SILICON VALLEY BANK

By: *Randy Wolfe*
Title: RM

By: _____
Title: _____

TRADEMARK

REEL: 004834 FRAME: 0440

EXHIBIT A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application/ Date</u>
Emergency call return systems and methods	13004612	01/11/11
Short message service cipher	61350360	06/01/10
Emergency communications system	11745514	05/08/07
Emergency call redirection systems and methods	13004481	01/11/11
Extended emergency notification systems and methods	12981822	12/30/10
Systems and methods for identifying caller locations	13026158	02/11/11
Short message service cipher	13149612	05/31/11
Short message service cipher	13276225	10/18/11
Extended emergency notification systems and methods	13276233	10/18/11
Emergency call redirection systems and methods	13306323	11/29/11

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CONNECTED SAFE AND HEALTHY	85285033	04/04/11
5STAR	85041186	05/18/10
5STAR PERSONAL SECURITY	85236759	02/08/11
MEDCOACH	85236678	02/08/11
PEOPLE YOU CAN COUNT ON	85112499	08/20/10
GREATCALL (Design Mark)	85229305	01/28/11
PROSPERITY	85046651	05/24/10
DCOACH	85037785	05/13/10
GREATCALL	78777500	12/20/05
JITTERBUG	78686012	08/04/05
COMPLETECARE	77688796	03/11/09
JITTERBUG LIVENURSE	77619991	11/21/08
SIMPLICITY FOR EVERYONE	77689793	03/12/09
SIMPLICITY FOR EVERYONE	77689785	03/12/09
JITTERBUG LIVENURSE	77619988	11/21/08
JITTERBUG	77187340	05/22/07
GREATCALL	78777506	12/20/05
SIMPLY CONNECT	78631704	05/17/05
5STAR	85428009	09/21/11
5STAR URGENT RESPONSE	85427980	09/21/11
5STAR RESPONDER	85427965	09/21/11