

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		11/25/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	GreatCall, Inc.		
Street Address:	10935 Vista Sorrento Parkway		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4518587	LIVELYGRAM	
Registration Number:	4475951	LIVELY	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	94195.00001		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	12/01/2015		
Total Attachments: 13			
source=SVB Assignment to GreatCall#page1.tif			
source=SVB Assignment to GreatCall#page2.tif			
source=SVB Assignment to GreatCall#page3.tif			
source=SVB Assignment to GreatCall#page4.tif			

CH \$65.00 4518587

source=SVB Assignment to GreatCall#page5.tif
source=SVB Assignment to GreatCall#page6.tif
source=SVB Assignment to GreatCall#page7.tif
source=SVB Assignment to GreatCall#page8.tif
source=SVB Assignment to GreatCall#page9.tif
source=SVB Assignment to GreatCall#page10.tif
source=SVB Assignment to GreatCall#page11.tif
source=SVB Assignment to GreatCall#page12.tif
source=SVB Assignment to GreatCall#page13.tif

NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT

THIS NON-RECOURSE LOAN DOCUMENT SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is made on November 25, 2015, by and between Silicon Valley Bank ("Assignor"), and GreatCall, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor is a party to a certain Loan and Security Agreement dated as of "March 25, 2014," by and between Assignor and Lively, Inc., a Delaware corporation ("Borrower") (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") and certain related documents which evidence the loans and associated agreements which are listed on Exhibit "A" attached hereto and are incorporated herein by this reference (together with the Loan Agreement, collectively referred to herein as the "Loan Documents"). Pursuant to the Loan Documents, Borrower granted Assignor a security interest in substantially all of Borrower's assets, including, but not limited to, Borrower's equipment, inventory, contract rights and general intangibles, accounts, cash, and intellectual property rights, with the exception of any "intent to use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, as described in Exhibit "B" attached hereto (the "Collateral").

B. Assignee and Assignor desire for Assignee to purchase, and for Assignor to sell and assign to Assignee, the "Assigned Interest" (as defined herein) in consideration of Assignee's payment of the "Purchase Price" (as defined herein). The aggregate outstanding amount owed by Borrower to Assignor under the Loan Documents being assigned hereby is One Million One Hundred Seventy-Seven Thousand Six Hundred Seven and 31/100 Dollars (\$1,177,607.31) as of November 24, 2015, determined in accordance with Assignor's books and records.

C. Assignor desires to transfer to Assignee the Assigned Interest subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Payment of Purchase Price.** On or before November 25, 2015, Assignee shall pay to Assignor the sum of Two Hundred Thousand Dollars (\$200,000.00) (the "Purchase Price"), which amount represents the aggregate amount Assignee will pay to Assignor for the Assigned Interest.

The Purchase Price shall be paid to Assignor by federal funds wire transfer or account transfer from an account at Silicon Valley Bank, using the following instructions:

To: SIL VLY BK SJ
3003 Tasman Drive, Santa Clara, CA 95054
Routing Number: 121140399
For Credit of: Lively, Inc.
Address: 683 SCHOFIELD RD. SAN FRANCISCO CA 94129
Credit Account: Account # CBS Loan # 1100340192
Special instructions: Please contact Bellet Eliasnia at ext. 47300

2. **Assignment of Loan Documents.** Effective upon Assignor's receipt of: (a) this Agreement duly executed by Assignee, and (b) the entire Purchase Price, paid as set forth in Section 1, Assignor hereby grants, assigns, conveys, transfers and sets over to Assignee, and Assignee hereby assumes and accepts, (x) all of Assignor's right, title, and interest in and to all of the Loan Documents and its rights and remedies thereunder, and (y) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right Assignor (in its capacity as "Bank" (as defined in the Loan Agreement)) against any person, whether known or unknown, arising under or in connection with the Loan Documents or the loan transactions governed thereby or in any way related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or equity related to the right, title and interest sold and assigned pursuant to clause (x) above (the right, title and interest and claims, suits, causes of action and other rights sold and assigned by Assignor to Assignee pursuant to clauses (x) and (y) above being referred to herein collectively as the "Assigned Interest"). Promptly upon the satisfaction of the conditions set forth in the immediately preceding sentence, Assignor shall: (i) deliver to Assignee each of the original Loan Documents in Assignor's possession, and an amendment (which shall be in form and substance reasonably satisfactory to Assignee) to each UCC Financing Statement identified on Exhibit "C" which confirms the assignment herein, and Assignor hereby agrees that upon such delivery Assignee shall be authorized to file same; and (ii) execute any other documents Assignee reasonably requests to facilitate Assignee's purchase, and Assignor's sale and assignment to Assignee, of all of the Assigned Interest at Assignee's sole cost and expense. The sale and assignment of the Assigned Interest pursuant to this Agreement is made WITHOUT RECOURSE to Assignor and WITHOUT ANY REPRESENTATION AND WARRANTY OF ANY KIND by Assignor except as expressly set forth in Section 5.

3. **Scope of Assigned Loan Documents.** Assignee hereby expressly acknowledges and agrees that this Agreement is effective as to the Loan Documents referenced on Exhibit "A",

and shall not operate as an assignment of that certain Warrant To Purchase Stock issued "March 25, 2014" to Silicon Valley Bank and thereafter assigned to SVB Financial Group.

4. **Acceptance of Assignment.** Assignee hereby accepts the assignment set forth in Section 2, subject to the limitations set forth in Section 3.

5. **Assignor's Representations.** Assignor represents, warrants, and covenants to Assignee that (a) the execution by Assignor of this Agreement and the performance by Assignor of Assignor's obligations hereunder, respectively, (i) have been duly authorized by all requisite corporate action, and (ii) will not violate any order of any court or governmental agency or any agreement by which Assignor is bound; (b) Assignor is the legal and beneficial owner of the Assigned Interest; and (c) Assignor has not previously assigned or conveyed any of its right, title and interest in the Assigned Interest.

6. **Exclusion of Assignor's Warranties and Representations.** Except as specifically provided in Section 5, this Agreement is made by Assignor without any representations or warranties whatsoever, whether expressed, implied or imposed by law. Without limiting the generality of the foregoing total exclusion of representations and warranties, this Agreement is made:

WITHOUT any representations or warranties with respect to the genuineness of any signature other than those made by or on behalf of Assignor.

WITHOUT any representations or warranties with respect to the collectibility of any amount owed by Borrower under any of the Loan Documents.

WITHOUT any representations as to the financial condition of Borrower.

WITHOUT any of the representations or warranties described in Article 3 of the Uniform Commercial Code as enacted in the state of California.

WITHOUT any representations or warranties with respect to the legality, validity, sufficiency or enforceability of any of the Loan Documents.

WITHOUT any representations or warranties with respect to the validity, enforceability, attachment, priority, or perfection of any security interest, attachment, relief, or encumbrance, included in the Loan Documents, or the compliance with applicable law of any proceedings commenced or followed by Assignor with respect to Assignor's loan and security arrangements with Borrower.

WITHOUT any representations or warranties with respect to the existence, value, access to or condition of any Collateral granted (or purported to be granted) to Assignor under the Loan Documents, including, without limitation, as to any environmental matters (including, without limitation as to the existence of any hazardous materials).

7. **Assignee's Acknowledgment.** Assignee acknowledges the foregoing total exclusion of representations and warranties and further acknowledges and agrees that except as specifically provided in Section 5, Assignor has not made any representations or warranties whatsoever.

8. **No Endorsement.** This Agreement does not constitute an endorsement by Assignor of the Loan Documents. Any attempt to affix this Agreement to the Loan Documents shall be without force or effect to alter the nature of this Agreement.

9. **Representations by Assignee.** Assignee represents the following:

- (a) Assignee has determined to enter this Agreement and to purchase the Assigned Interest following Assignee's own independent review and inspection of whatever matters Assignee deemed necessary or appropriate, including, without limitation, an independent investigation and evaluation as to the facts and circumstances relating to this Agreement, including transactions related to the Loan Documents, and not in reliance upon any information provided by Assignor.
- (b) Assignee has entered into this transaction after consultation with independent counsel of Assignee's own selection, and, with the sole exception of the representations and warranties specifically made in Section 5 herein, is not relying upon any representation or warranty of Assignor in consummating this transaction.
- (c) Assignee (i) is a sophisticated entity with respect to the purchase of the Assigned Interest, (ii) is able to bear the economic risk associated with the purchase of the Assigned Interest, and (iii) has such knowledge and experience, and has made purchases and investments of a similar nature, so as to be aware of the risks and uncertainties inherent in the purchase of the Assigned Interest contemplated by this Agreement.
- (d) The execution by Assignee of this Agreement and the performance by Assignee of Assignee's obligations hereunder respectively, have been duly authorized to the extent necessary, and will not violate any contract or order of any court or governmental agency or any agreement by which Assignee is bound.
- (e) Assignee has purchased the Assigned Interest for Assignee's own account, and not with a view to resale.
- (f) Assignee has done a full, complete and exhaustive independent evaluation and investigation into the status of Borrower without reliance on Assignor, and into the status of any Collateral which purportedly secures Borrower's obligations under the assigned documents, including, without limitation, Borrower's financial status and the condition or value of the Collateral purportedly granted under any of the Loan Documents.

- (g) No interest in the Assigned Interest is being acquired by or on behalf of an entity that is, or at any time while the Assigned Interest is held thereby, a Benefit Plan. For purposes of this Agreement, a "Benefit Plan" is defined as (i) an "employee benefit plan" as defined by the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated under it (collectively, "ERISA") that it subject to Title I of ERISA, (ii) a "plan" as defined in Section 4975 of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated under it (collectively, the "IRC"), or (iii) any entity whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the IRC) the assets of any such "employee benefit plan" or "plan."

10. It is the sole and exclusive responsibility of Assignee, at Assignee's cost, to assert and defend (to the extent necessary) any and all claims arising under the Loan Documents.

11. **Waiver.** Assignee represents, warrants, and covenants that Assignee has no claims, rights, or recourse against Assignor arising from or in any way related to this Agreement or the Loan Documents, except with respect to the obligations of Assignor created by, acknowledged, or arising out of this Agreement. To the extent Assignee has or may have any claims, rights, or recourse against Assignor (other than obligations created by, acknowledged, or arising out of this Agreement), Assignee fully releases Assignor from and against any and all liability, and intends this Agreement to be a full and final accord and satisfaction of any such claims, rights, or recourse, known or unknown, and acknowledges that Assignee is familiar with Section 1542 of the California Civil Code, and hereby waives and relinquishes any right or benefit Assignee has or may have under Section 1542 of the California Civil Code, or similar law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

12. **Indemnification.** Assignee hereby agrees to indemnify, defend, and hold Assignor and SVB Financial Group, and any of their respective affiliates, employees, officers, directors, attorneys, or agents (each, an "Indemnified Person") harmless of and from any claim, lawsuit or other action, brought or threatened against any Indemnified Person by Borrower, any creditor of Borrower, any equity holder in Borrower, any guarantor or endorser of Borrower's obligations, or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of, relating to, or arising out of this Agreement or any of the Loan Documents. Any such claim, lawsuit or other action may be defended, compromised, settled (which settlement must be with the consent of Assignee, which consent will not be unreasonably withheld), or pursued by the Indemnified Person with counsel of Assignee's selection (such selection of counsel subject to Assignor's prior written approval, which approval shall not be unreasonably withheld), but at the sole cost and expense of Assignee; provided, however, that the Indemnified Person may also employ other or additional counsel at its sole cost and expense. Assignee, by executing this Agreement where indicated below, acknowledges and agrees that Assignee's liability and obligations under this Section 12 shall continue in full force

and effect until the earlier of these two events: (i) the specific termination of such liability and obligations in writing by a duly authorized officer of Assignor or (ii) (except with respect to claims, lawsuits or other actions already asserted or filed against an Indemnified Person) the expiration of four (4) years from the effective date of this Agreement, or in the event of an allegation that the "discovery rule" applies, four (4) years from the date of the alleged "discovery" of the claim, lawsuit or other action.

13. **Further Assurances.** At Assignee's expense, Assignor and Assignee shall execute, acknowledge, file, and record such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

14. **Attorneys' Fees.** Subject to the terms of the Indemnification provision above, should any party hereto reasonably retain counsel for the purposes of enforcing or preventing the breach of any provision hereof, including, but not limited to, the instituting of any action or proceeding to enforce any provision hereof, for damages for reason of any alleged breach of any provision hereof, for declaration of such party's rights or obligations hereunder, or for any other judicial or equitable remedy, then, if said matter is settled by judicial determination (which term includes arbitration), the prevailing party, whether at trial or on appeal, shall be entitled to reimbursement by the losing party to the prevailing party for all costs and expenses incurred thereby, including, but not limited to reasonable attorneys', accountants' and appraisers' fees.

15. **Binding on Heirs and Successors; Further Transfers.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto. Notwithstanding the foregoing, Assignee may sell, assign, grant a participation in, or otherwise transfer all or any portion of the Assigned Interest, this Agreement, its rights under this Agreement, or any interest in any of the foregoing without the consent of or notice to the Assignor; *provided, however,* (a) Assignee's obligations to Assignor under this Agreement shall remain in full force and effect until fully paid, performed, and satisfied, (b) Assignor shall continue to deal solely and directly with Assignee in connection with Assignee's obligations under this Agreement, and (c) with respect to a transfer by Assignee of its rights against Assignor under this Agreement, the transferee must represent and warrant no transferred interest is being acquired by the transferee by or on behalf of an entity that is, or at any time while the transferred interest is held thereby will be, one or more Benefit Plans.

16. **Entire Agreement; Modification, Waiver.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof. Any oral representations, supplements or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

17. **Governing Law and Jurisdiction.** The parties hereto agree that this Agreement shall be governed exclusively under and in accordance with the laws of the State of California, irrespective of conflicts of laws principles. The parties hereto each submit to the exclusive jurisdiction of the State and Federal courts in Santa Clara County, California, in connection with

any and all disputes and causes of action between them arising from or relating to this Agreement.

18. **Execution; Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission or by electronic transmission (such as PDF or other similar means) shall be effective as delivery of a manually executed counterpart hereof.

19. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns.

20. **Invalidity.** In the event that any condition, covenant, promise, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant, promise, condition, or other provision herein contained. If such condition, covenant, promise, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

21. **Exhibits and Schedules.** All Exhibits referred to herein are hereby attached hereto and incorporated herein by this reference with the same force and effect as if fully set forth herein.

22. **Disclosure; Confidentiality.** Each party agrees that, without the prior written consent of the other party, it shall not disclose the contents of this Agreement to any person or entity, except that a party may make any such disclosure (a) as required to implement or enforce this Agreement, (b) if required to do so by any law, court, regulation, subpoena, or other legal process, (c) if its attorneys advise it that it has a legal obligation to do so or that failure to do so may result in it incurring liability to any other person or entity, (d) to its respective affiliates and the directors, officers, employees, agents, advisors, counsel and auditors or such party and of such party's affiliates. Assignee may disclose the contents of this Agreement to any proposed transferee, assignee, participant, or other entity proposing to enter into contractual relations with Assignee in respect of the Assigned Interest or any part of it. Assignee agrees to comply with the requirements of the Loan Documents regarding confidentiality.

23. **Notices.** All notices, consents, requests, approvals, demands, or other communication by any party to this Agreement must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and five (5) days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by electronic mail or facsimile transmission; (c) one (1) day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, facsimile number, or email address indicated below. Assignor or Assignee may change its mailing or electronic mail address or facsimile number by giving the other party written notice thereof in accordance with the terms of this Section 23.

If to Assignor: Silicon Valley Bank
3003 Tasman Drive
Mail Sort HF272
Santa Clara, CA 95054
Attn: Bellet Eliasnia
Fax: (408) 496-2579
Email: beliasnia@svb.com

If to Assignee: GreatCall, Inc.
10935 Vista Sorrento Parkway
Suite 200
San Diego, CA 92130
Attn: Brian Berning
Fax: (858) 509-1729
Email: Brian.berning@greatcall.com

24. **Agency.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture of any other association. Each of the parties hereto expressly disclaims any intention to create a partnership, joint venture, or principal-agent relationship.

25. **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CLAIMS BASED ON CONTRACT, TORT, BREACH OF DUTY AND ANY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ASSIGNOR:

SILICON VALLEY BANK

By: Berlet Eliasnia

Name: Bellet Eliasnia

Title: Director, Advisory Services

ASSIGNEE:

GreatCall, Inc.

By: _____

Name: Brian Berning

Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ASSIGNOR:

SILICON VALLEY BANK

By: _____

Name: Bellet Eliasnia

Title: Director, Advisory Services

ASSIGNEE:

GreatCall, Inc.

By:  _____

Name: Brian Berning

Title: Chief Financial Officer

EXHIBIT A

LOAN DOCUMENTS

1. Loan and Security Agreement, dated March 25, 2014, by and between Silicon Valley Bank and Lively, Inc.
2. First Amendment to Loan and Security Agreement, dated December 19, 2014, by and between Silicon Valley Bank and Lively, Inc.
3. Forbearance and Second Amendment to Loan and Security Agreement, dated October 2, 2015, by and between Silicon Valley Bank and Lively, Inc.
4. Reaffirmation of Subordination Agreement, dated October 13, 2015, by and between the undersigned creditors thereto and Silicon Valley Bank
5. Intellectual Property Security Agreement, dated October 2, 2015, by and between Silicon Valley Bank and Lively, Inc.
6. Financing Statement, dated March 25, 2014, Instrument No. 20141158005, by and between Lively, Inc. and Silicon Valley Bank
7. UCC-3 Financing Statement Amendment, dated October 12, 2015, Instrument No. 20154639398, by and between Lively, Inc. and Silicon Valley Bank, amending the UCC Financing Statement dated March 25, 2014 to restate the covered collateral

EXHIBIT B

COLLATERAL

The Collateral consists of all of Borrower's right, title and interest in and to the following personal property as such terms are defined under the California Uniform Commercial Code:

All goods, equipment, inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, general intangibles (including payment intangibles and Intellectual Property), accounts (including health-care receivables), documents, instruments (including any promissory notes), chattel paper (whether tangible or electronic), cash, deposit accounts, fixtures, letters of credit rights (whether or not the letter of credit is evidenced by a writing), securities, and all other investment property, supporting obligations, and financial assets, whether now owned or hereafter acquired, wherever located; and

All Borrower's Books relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, proceeds and insurance proceeds of any or all of the foregoing.

Notwithstanding the foregoing, "Intellectual Property" shall not include any "intent-to-use" trademark at any time prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

For purposes hereof, the following terms have the following meanings:

"Borrower's Books" means all Borrower's books and records including ledgers, records regarding Borrower's assets or liabilities, the Collateral, business operations or financial condition and all computer programs or discs or any equipment containing the information.

"Intellectual Property" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, any patents, patent applications and like protections including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, trademarks, service marks and applications therefor, whether registered or not and the goodwill of the business of Borrower connected with and symbolized thereby, know-how, operating manuals, trade secret rights, rights to unpatented inventions and any claims for damage by way of past, present and future infringements of any of the foregoing.

EXHIBIT C

UCC FINANCING STATEMENTS

Instrument No. 20141158005 filed March 25, 2014, in the Delaware Department of State
as amended by Amendment No. 20154639398 filed on October 12, 2015.

114\1269474.2

RECORDED: 12/01/2015

TRADEMARK
REEL: 005679 FRAME: 0092