

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lively, Inc.		11/25/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	GreatCall, Inc.		
Street Address:	10935 Vista Sorrento Parkway		
Internal Address:	Suite 200		
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: 5			
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November 25, 2015

Lively, Inc.
Attn: Ignacio Fanlo, Chief Executive Officer
683 Schofield Road
San Francisco, CA 94219

Gentlemen:

Re: Proposal under Sections 9620 and 9621 of Revised Article 9 of the California Uniform Commercial Code to accept collateral in full satisfaction of the obligations it secures

We refer to that (i) certain Loan and Security Agreement dated as of March 25, 2014 by and between Silicon Valley Bank (the "Bank") and Lively, Inc., a Delaware corporation ("Lively"), (ii) that certain First Amendment to Loan and Security Agreement, dated December 19, 2014, by and between Bank and Lively, (iii) that certain Forbearance and Second Amendment to Loan and Security Agreement, dated October 2, 2015, by and between Bank and Lively, and (iv) that Intellectual Property Security Agreement, dated October 2, 2015, by and between Bank and Lively (such documents collectively referred to herein as, the "LSA") evidencing and securing loans made by the Bank to Lively. As of November 24, 2015, the aggregate amounts owed under the LSA to Bank is One Million One Hundred Seventy-Seven Thousand Six Hundred Seven and 31/100 Dollars (\$1,177,607.31) (the "Aggregate Amount Outstanding"). On November 25, 2015, Bank transferred, sold and assigned for value received all of its right, title and interest under the LSA to GreatCall, Inc., a Delaware corporation ("GreatCall"). As a result, all references to the term "Bank" under the LSA are deemed to and shall refer to GreatCall.

Pursuant to the LSA, Lively is obligated to GreatCall for the Aggregate Amount Outstanding through the date hereof, all of which, by virtue of events of defaults under the LSA that have occurred and are continuing, is now immediately due and payable.

Pursuant to the LSA, the obligations evidenced by the LSA are secured by a first priority continuing security interest in the property of Lively described in Exhibit A hereto (collectively, the "Collateral").

Pursuant to the provisions of Section 9620 and 9621 of the California Commercial Code, GreatCall hereby proposes unconditionally to accept the Collateral in full satisfaction of the obligations of Lively to GreatCall under the LSA secured by the Collateral. If this is acceptable to you, please so indicate by signing the consent to acceptance below and returning to us a copy of this proposal with such signed acceptance. Regardless of

whether we receive your acceptance, pursuant to Section 9620(d)(1) of the California Commercial Code, this proposal will nevertheless become effective and binding upon you if we do not receive an authenticated notification of objection to the proposal within twenty (20) days of the date this proposal is sent to you.

Very truly yours,

GREATCALL, INC.



By: _____

Name: Brian Berning

Title: Chief Financial Officer

**CONSENT TO ACCEPTANCE OF COLLATERAL
IN FULL SATISFACTION OF OBLIGATIONS**

The foregoing proposal to unconditionally accept all of the Collateral in full satisfaction of Lively's obligations under and as evidenced by the LSA is accepted, and it is acknowledged that (a) Lively is in default under the LSA, (b) GreatCall has exercised its post-default remedies with respect to the Collateral, and (c) by reason of such exercise, GreatCall hereby acquires the rights of Lively in the Collateral. The undersigned officer hereby represents that this acceptance has been approved and authorized by the Board of Directors of Lively in a meeting duly called and held and that the undersigned has the corporate power and authority to execute and deliver this acceptance on behalf of Lively.

LIVELY, INC.

By: _____

Name: Ignacio Fanlo

Title: Chief Executive Officer

Date: November 25, 2015

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Very truly yours,

GREATCALL, INC.

By:

Name: Brian Berning

Title: Chief Financial Officer

**CONSENT TO ACCEPTANCE OF COLLATERAL
IN FULL SATISFACTION OF OBLIGATIONS**

The foregoing proposal to unconditionally accept all of the Collateral in full satisfaction of Lively's obligations under and as evidenced by the LSA is accepted, and it is acknowledged that (a) Lively is in default under the LSA, (b) GreatCall has exercised its post-default remedies with respect to the Collateral, and (c) by reason of such exercise, GreatCall hereby acquires the rights of Lively in the Collateral. The undersigned officer hereby represents that this acceptance has been approved and authorized by the Board of Directors of Lively in a meeting duly called and held and that the undersigned has the corporate power and authority to execute and deliver this acceptance on behalf of Lively.

LIVELY, INC.

By:

Name: Ignacio Fanlo

Title: Chief Executive Officer

Date: November 25, 2015

TRADEMARK

REEL: 005679 FRAME: 0103

Exhibit A

Collateral

As used in this Exhibit A, "Borrower" refers to "Lively, Inc."

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.

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RECORDED: 12/01/2015

TRADEMARK
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