

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM392551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXT-ID, Inc.		07/25/2016	Corporation: DELAWARE
Logicmark, LLC		07/25/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Exworks Capital Fund I, L.P., as Agent		
Street Address:	333 W. Wacker Dr., Suite 1620		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	4769088	WOCKET	
Registration Number:	4497015	BIOCLOUD	
Registration Number:	4464229	FACEMATCH	
Registration Number:	4452718	VOICEMATCH	
Registration Number:	4395744	MOBILE SECURITY FOR A MOBILE WORLD	
Registration Number:	4517052	MOBILEBIO	
Registration Number:	4919492	GUARDIAN ALERT 911 PLUS	
Registration Number:	4516351	CARETAKERSENTRY	
Registration Number:	4320971		
Registration Number:	4245542	TEXTBYCHOICE	
Registration Number:	4174353	SENTRYPAL	
Registration Number:	3197487	FACELOGIC	
Registration Number:	3240521	FACELOGIC	
Registration Number:	3842407	LIFESENTRY	
Registration Number:	3791664		
Registration Number:	3717122		
Registration Number:	3717098		
Registration Number:	3687193	GUARDIAN ALERT 911	
TRADEMARK			

OP \$540.00 4769088

Property Type	Number	Word Mark
Registration Number:	4198795	SENTRYCOM
Registration Number:	3619904	FREEDOM ALERT
Registration Number:	3358514	LOGICMARK

CORRESPONDENCE DATA

Fax Number:
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: 3128637141
Email: kristen.lange@goldbergkohn.com
Correspondent Name: Kristen N. Lange, Paralegal
Address Line 1: c/o Goldberg Kohn, Ltd. 55 E. Monroe
Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7467.003
NAME OF SUBMITTER:	Kristen N. Lange
SIGNATURE:	/kristenlange/
DATE SIGNED:	07/25/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of July 25, 2016, by each of the parties signatory hereto as a "Grantor" (each a "Grantor" and collectively "Grantors"), in favor of EXWORKS CAPITAL FUND I, L.P., as Agent for the Lenders under the Loan Agreement referred to below ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantors, the other Loan Party Obligors party thereto, Lenders party thereto from time to time and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain Loans to or for the benefit of each Grantor, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) Trademarks means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (b) the right to obtain all renewals thereof.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any "intent-to-use" Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark, or (ii) injury to the goodwill associated with any such Trademark.

3. REPRESENTATION AND WARRANTY AND COVENANT. Each Grantor hereby represents and warrants to Agent and Lenders that Schedule I lists all registered Trademarks owned by such Grantor in its own name on the date hereof. Each Grantor (either itself or through licensees) will (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless Agent shall obtain a first priority perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated or impaired in any way. Each Grantor will notify Agent immediately if it knows, or has reason to know, that any application or registration relating to any Trademark may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) regarding, such Grantor's ownership of, or the validity of, any Trademark or such Grantor's right to register the same or to own and maintain the same.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. COUNTERPARTS; FAX/EMAIL SIGNATURES. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same agreement. This Agreement may be executed by signatures delivered by facsimile or electronic mail, each of which shall be fully binding on the signing party.

6. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to its choice of law provisions.


7. CONFLICTS. If there is a conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

[signature pages follow]

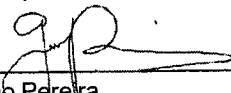
IN WITNESS WHEREOF, Each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NXT-ID, INC.

By: 
Name: Gino Pereira
Title: Chief Executive Officer

LOGICMARK, LLC

By: 
Name: Gino Pereira
Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

EXWORKS CAPITAL FUND I, L.P.

By: _____
Name: _____
Title: _____

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.

GRANTORS:

NXT-ID, INC.

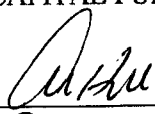
By: _____
Name: _____
Title: _____

LOGICMARK, LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

EXWORKS CAPITAL FUND I, L.P.

By: 
Name: Andrew A. Hall
Title: CEO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	SERIAL NUMBER	FILED	REGIS. NUMBER	REGIS. DATE	OWNER
WOCKET	85830410	1/23/13	4769088	7/7/15	NXT-ID, Inc.
BIOCLOUD	85832141	1/25/13	4497015	3/18/14	NXT-ID, Inc.
FACEMATCH	85831771	1/24/13	4464229	1/7/14	NXT-ID, Inc.
VOICEMATCH	85830469	1/23/13	4452718	12/17/13	NXT-ID, Inc.
MOBILE SECURITY FOR A MOBILE WORLD	85830316	1/23/13	4395744	9/3/13	NXT-ID, Inc.
MOBILEBIO	85829306	1/22/13	4517052	4/22/14	NXT-ID, Inc.
GUARDIAN ALERT 911 PLUS	86585820	4/2/15	4919492	3/15/16	Logicmark, LLC
CARETAKERSENTRY	85945481	5/29/13	4516351	4/15/14	Logicmark, LLC
[Design Only]	85710912	8/23/12	4320971	4/16/13	Logicmark, LLC
TEXTBYCHOICE	85592354	4/9/12	4245542	11/20/12	Logicmark, LLC
SENTRYPAL	85410182	8/30/11	4174353	7/17/12	Logicmark, LLC
FACELOGIC	78581372	3/7/05	3197487	1/9/07	Logicmark, LLC
FACELOGIC	78581365	3/7/05	3240521	5/8/07	Logicmark, LLC
LIFESENTRY	77656899	1/26/09	3842407	8/31/10	Logicmark, LLC
[Design Only]	77656890	1/26/09	3791664	5/18/10	Logicmark, LLC
[Design Only]	77656884	1/26/09	3717122	11/24/09	Logicmark, LLC
[Design Only]	77612949	11/12/08	3717098	11/24/09	Logicmark, LLC
GUARDIAN ALERT 911	77522894	7/15/08	3687193	9/22/09	Logicmark, LLC
SENTRYCOM	77656904	1/26/09	4198795	8/28/12	Logicmark, LLC
FREEDOM ALERT	77161000	4/19/07	3619904	5/12/09	Logicmark, LLC
LOGICMARK	77059609	12/7/06	3358514	12/25/07	Logicmark, LLC