

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414623

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telcare, Inc.		12/01/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Telcare Acquisition, LLC		
Street Address:	150 Baker Avenue Extension		
Internal Address:	Suite 300		
City:	Concord		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86085326	TELSERVE	
Serial Number:	85905971		
Serial Number:	75070442	TELCARE	
Serial Number:	77761815	TELCHECK	
Serial Number:	85636580	FREEDOM MONITOR	
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:	stokesb@gtlaw.com		
Correspondent Name:	Bethany Stokes		
Address Line 1:	Greenberg Traurig		
Address Line 2:	One International Place, Suite 2000		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Bethany Stokes		
SIGNATURE:	/Bethany Stokes/		
DATE SIGNED:	02/02/2017		
Total Attachments: 4			

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of December 1, 2016, by and among Telcare, Inc., Delaware corporation (the "Assignor") and Telcare Acquisition, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Share and Asset Agreement, dated as of December 1, 2016 (the "Share and Asset Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignor and Related to the Business, including those specified on **Exhibit A** hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby:

1. Assign, transfer, sells and convey, and confirm that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the


Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNOR - TELCARE, INC.

By: 
Name: PAUL LECMIR
Title: President
Date:

AGREED AND ACCEPTED BY:

ASSIGNEE - TELCARE ACQUISITION, LLC




By: 
Name: Peter Ferola
Title: Secretary
Date:

EXHIBIT A

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Filing Date/ Application No.	Registration Date/ Registration No.
TELSERVE	USA	08-OCT-2013 86085326	09-SEP-2014 4600132
	USA	16-APR-2013 85905971	N/A
TELCARE ALERT	COLORADO STATE TM	20-AUG-1996 19961109332	N/A
TelCARE	USA	11-MAR-1996 75070442	08-APR-1997 2050638
TELCHECK	USA	17-JUN-2009 77761815	
FREEDOM MONITOR	USA	28-MAY-2012 85636580	
TELCARE	China	18-JUL-2014 14819198	14-SEP-2015 14819198
TELCARE	China	18-JUL-2014 14819200	14-SEP-2015 14819200
TELCARE	China	18-JUL-2014 14819199	14-SEP-2015 14819199
TELCARE	Europe	15-OCT-2013 12225819	20-JUL-2015 12225819
TELSERV	Europe	02-APR-2014 12752788	01-SEP-2014 12752788
	Europe	07-OCT-2013 12201729	17-APR-2014 12201729