

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414710

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN MESSAGING SERVICES, LLC		02/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST, AS AGENT		
<b>Street Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>Internal Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4174782	RAVEN ALERT	
<b>Registration Number:</b>	4174784	INTELLIGUARD	
<b>Registration Number:</b>	4174785	INTELLIGUARD SYSTEMS	
<b>Registration Number:</b>	4186470	INTELLIALERT	
<b>Registration Number:</b>	4314395	INTELLIMESSAGE	
<b>Registration Number:</b>	4576610	CUE	
<b>Serial Number:</b>	86163959	CUECONNECT	
<b>Serial Number:</b>	85499799	KLAXON	
<b>Serial Number:</b>	85499879	KLAXON	
<b>Serial Number:</b>	85499883	KLAXON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<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>			
<b>Phone:</b>	7036106100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Valerie Brennan, Hogan Lovells US LLP		
<b>Address Line 1:</b>	7930 Jones Branch Drive, 9th Floor		

CH \$265.00 4174782

**Address Line 2:** Attn: Box Intellectual Property  
**Address Line 4:** McLean, VIRGINIA 22102

**NAME OF SUBMITTER:** Valerie Brennan

**SIGNATURE:** /vb/

**DATE SIGNED:** 02/02/2017

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 1st day of February, 2017 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust ("Agent") and **AMERICAN MESSAGING SERVICES, LLC**, a Delaware limited liability company ("**American Messaging**"), **AMS SPECTRUM HOLDINGS, LLC**, a Delaware limited liability company ("**AMS Spectrum**"), and together with American Messaging, AMS Spectrum and any other Person that joins this agreement as a Grantor, each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the "Credit Extensions") in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and the Grantors dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such 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 Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) 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 and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing 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 Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

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.

**GRANTORS:**

**AMERICAN MESSAGING SERVICES, LLC**

By:  (SEAL)

Name: Jeff Chalmers

Its: Senior VP and Chief Financial Officer

**AMS SPECTRUM HOLDINGS, LLC**

By: American Messaging Services, LLC, its sole member

By:  (SEAL)

Name: Jeff Chalmers

Its: Senior VP and Chief Financial Officer

Address:

1720 LakePointe Drive, Suite 100

Lewisville, TX 75057

Attn: Roy Pottle, Chief Executive Officer

E-Mail: Roy.Pottle@americanmessaging.net

**AGENT:**

**MIDCAP FINANCIAL TRUST**

**By: Apollo Capital Management, L.P.,  
its investment manager**

**By: Apollo Capital Management GP, LLC,  
its general partner**

**By:  (SEAL)**  
**Name: Maurice Amsellem**  
**Title: Authorized Signatory**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Electronic Emergency Messaging System	8648712	2/11/14
System, Method, and Kit for Monitoring an Individual Remotely	8299917	10/30/12
System and Method for Remote Monitoring of an Individual with Objects Configured as Household Items	8299918	10/30/12
System and Method of Remotely Monitoring a Plurality of Individuals	8299919	10/30/12
System, Method, and Kit for Remotely Monitoring an Individual with a Sensor-Integrated Picture Frame	8115624	2/14/12
System, Method, and Kit for Monitoring an Environment	8537001	9/17/13
Messaging Devices and Methods	8841989	9/23/14
Messaging Devices and Methods	Not yet granted	2/11/14



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Messaging Devices and Methods	4174782	7/12/12
Raven Alert	4174784	7/17/12
Intelliguard	4174785	7/17/12
Intelliguard Systems	4186470	8/7/12
IntelliAlert	4314395	4/2/13
IntelliMessage	4576610	7/29/14
Cue	Not yet granted	
CueConnect	4174782	7/12/12
KLAXON. 009: Computer hardware and software for wireless communications	85499799	6/4/13
KLAXON. 038: Telecommunication services, namely, transmission of wireless communications to and between third parties	85499879	11/20/12
KLAXON. 045: Emergency response alarm monitoring services, namely, monitoring of alert devices by a remote monitoring center for the dispatch of emergency public health and security services and notification to third parties	85499883	11/13/12