

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM417016

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Acknowledgement of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Integrity Tracking, LLC		02/22/2017	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The PrivateBank and Trust Company		
<b>Street Address:</b>	120 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3896219	MOBILEHELP	
<b>Registration Number:</b>	4828695	MOBILEVITALS	
<b>Registration Number:</b>	4827729	MOBILEHELP CONNECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4125621041		
<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>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		
<b>Correspondent Name:</b>	Michael L. Dever		
<b>Address Line 1:</b>	301 Grant Street		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	0074431-000007		
<b>NAME OF SUBMITTER:</b>	Michael L. Dever		
<b>SIGNATURE:</b>	/Michael L. Dever/		
<b>DATE SIGNED:</b>	02/22/2017		
<b>Total Attachments: 3</b>			
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## ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

February 22, 2017

WHEREAS, INTEGRITY TRACKING, LLC, a Pennsylvania limited liability company ("Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor has entered into a Guaranty and Collateral Agreement (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Collateral Agreement") dated as of February 22, 2017, by and among Grantor, certain other loan parties from time to time party thereto, and The PrivateBank and Trust Company, as administrative agent for certain lenders ("Administrative Agent"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor has granted to Administrative Agent for the benefit of Lenders (as defined in the Collateral Agreement) a continuing security interest in all right, title and interest of Grantor in, to and under the Trademarks (excluding in each case any Trademarks that constitute Excluded Property as that term is defined in the Collateral Agreement), together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Administrative Agent for benefit of Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN  
TRADEMARKS]

IN WITNESS WHEREOF, Grantor has caused this Acknowledgment to be duly executed  
by its officer thereunto duly authorized as of the date first written above.

GRANTOR:

INTEGRITY TRACKING, LLC

By: *Michael Cummings*  
Name: Michael Cummings  
Title: Vice President and Assistant Secretary

STATE OF Massachusetts

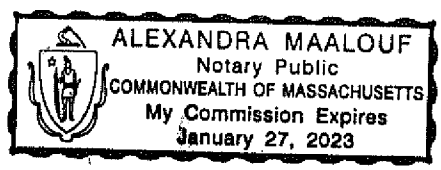
) SS

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 21 day of  
February, 2017, by Michael Cummings, the Vice President and Assistant  
Secretary of Integrity Tracking, LLC on behalf of said company.

*Alexandra Maalouf*  
Notary Public

My commission expires: 1/27/23



**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

Trademarks (all registered with the United States Patent and Trademark Office):

Owner	Country	Trademark	Serial Number	Filing Date	Registration Number	Reg. Date	Status
Integrity Tracking, LLC	US	MobileHelp	77879022	11/23/2009	3,896,219	12/28/2010	Registered
Integrity Tracking, LLC	US	MOBILEVITALS (stylized)	86427077	10/17/2014	4828695	10/6/2015	Registered
Integrity Tracking, LLC	US	MOBILEHELP CONNECT	86150442	12/22/2013	4827729	10/6/2015	Registered
Integrity Tracking, LLC	US	WHEREABLE	86445001	11/5/2014			Pending ITU
Integrity Tracking, LLC	US	WHEREABLES	86448893	11/8/2014			Pending ITU
Integrity Tracking, LLC	US	HELP AT THE TOUCH OF A BUTTON	86800419	10/27/2015			Pending ITU