

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GreatCall, Inc.		07/14/2017	Corporation:
RECEIVING PARTY DATA			
Name:	The Northwestern Mutual Life Insurance Company, as collateral agent		
Street Address:	720 East Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	4517990	5STAR	
Registration Number:	4339437	5STAR	
Registration Number:	4339435	5STAR RESPONDER	
Registration Number:	4339436	5STAR URGENT RESPONSE	
Registration Number:	5027311	CONNECTED, SAFE & HEALTHY	
Registration Number:	4100135		
Registration Number:	3357551	GREATCALL	
Registration Number:	3491211	JITTERBUG	
Registration Number:	3280660	JITTERBUG	
Registration Number:	4475951	LIVELY	
Registration Number:	4518587	LIVELYGRAM	
Registration Number:	4292862	MEDCOACH	
Registration Number:	4057335	PEOPLE YOU CAN COUNT ON	
Registration Number:	3262427	ENEIGHBOR	
Registration Number:	3437913	HEALTHSENSE	
CORRESPONDENCE DATA			
Fax Number:	10153		
<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>			

CH \$390.00 4517990

TRADEMARK

Phone: 212.310.8561
Email: juan.arias@weil.com
Correspondent Name: Sean McClay
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Sean McClay 68582.0139
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NAME OF SUBMITTER:	Sean McClay
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SIGNATURE:	/Sean McClay/
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DATE SIGNED:	07/27/2017
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Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2017 (this “Agreement”), among GreatCall, Inc. (the “Grantor”) and The Northwestern Mutual Life Insurance Company, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among GC Buyer, Inc., a Delaware corporation (“Holdings”), GC Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), GreatCall, Inc., a Delaware corporation (“GreatCall” and following the Merger (as defined in the Second Lien Credit Agreement), as successor to the Initial Borrower by operation of law, the “Borrower”), the Lenders from time to time party thereto and The Northwestern Mutual Life Insurance Company, as Administrative Agent and (b) the Second Lien Collateral Agreement dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Initial Borrower, GreatCall, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security

interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

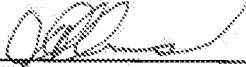
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

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

GREATCALL, INC., as Grantor

By: 
Name: David Inns
Title: President and Chief Executive Officer

[Signature page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006115 FRAME: 0926

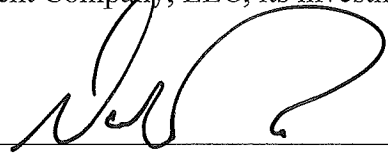
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, as Collateral
Agent

By: Northwestern Mutual Investment
Management Company, LLC, its investment
adviser

By: _____

Name:


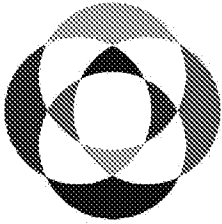
Title: Managing Director



David A. Barras



Schedule I

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
5STAR	US	85041186 5/18/2010	4517990 4/22/2014 Section 2(F)	Registered	GreatCall, Inc.
5STAR and Design 	US	85428009 9/21/2011	4339437 5/21/2013	Registered	GreatCall, Inc.
5STAR RESPONDER	US	85427965 9/21/2011	4339435 5/21/2013	Registered	GreatCall, Inc.
5STAR URGENT RESPONSE	US	85427980 9/21/2011	4339436 5/21/2013	Registered	GreatCall, Inc.
CONNECTED, SAFE & HEALTHY	US	85285033 4/4/2011	5027311 8/23/2016	Registered	GreatCall, Inc.
Design only 	US	85229305 1/28/2011	4100135 2/14/2012	Registered	GreatCall, Inc.
GREATCALL	US	78777500 12/20/2005	3357551 12/18/2007	Registered	GreatCall, Inc.
JITTERBUG	US	77187340 5/22/2007	3491211 8/26/2008	Registered	GreatCall, Inc.
JITTERBUG	US	78686012 8/4/2005	3280660 8/14/2007	Registered	GreatCall, Inc.
LIVELY	US	85742506 10/1/2012	4475951 1/28/2014	Registered	GreatCall, Inc.
LIVELYGRAM	US	85742395 10/1/2012	4518587 4/22/2014	Registered	GreatCall, Inc.
MEDCOACH	US	85236678 2/8/2011	4292862 2/19/2013	Registered	GreatCall, Inc.
PEOPLE YOU CAN COUNT ON	US	85112499 8/20/2010	4057335 11/15/2011	Registered	GreatCall, Inc.
ENEIGHBOR	US	78597834 3/30/2005	3262427 7/10/2007	Registered	HealthSense, Inc.
HEALTHSENSE	US	78753568 11/14/2005	3437913 5/27/2008	Registered	HealthSense, Inc.