

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM475953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LogicMark, LLC		05/24/2018	Limited Liability Company: DELAWARE
NXT-ID, INC.		05/24/2018	Corporation: DELAWARE
Fit Pay, Inc.		05/24/2018	Corporation: DELAWARE
3D-ID, LLC		05/24/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Sagard Holdings Manager LP		
Street Address:	161 Bay Street, Suite 5000		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Registration Number:	4395744	MOBILE SECURITY FOR A MOBILE WORLD	
Registration Number:	4452718	VOICEMATCH	
Registration Number:	4464229	FACEMATCH	
Registration Number:	4497015	BIOCLOUD	
Registration Number:	4517052	MOBILEBIO	
Registration Number:	4769088	WOCKET	
Registration Number:	3197487	FACELOGIC	
Registration Number:	3240521	FACELOGIC	
Registration Number:	3358514	LOGICMARK	
Registration Number:	3619904	FREEDOM ALERT	
Registration Number:	3687193	GUARDIAN ALERT 911	
Registration Number:	3717098		
Registration Number:	3717122		
Registration Number:	3791664		
Registration Number:	3842407	LIFESENTRY	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4174353	SENTRYPAL
Registration Number:	4198795	SENTRYCOM
Registration Number:	4516351	CARETAKERSENTRY
Registration Number:	4919492	GUARDIAN ALERT 911 PLUS
Serial Number:	87493075	NOTIFI911
Serial Number:	87651553	FITPAY
Serial Number:	87655747	
Serial Number:	87769199	FLIP
Serial Number:	87769210	

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: 212-655-3372

Email: dmangan@chapman.com

Correspondent Name: Chapman and Cutler LLP

Address Line 1: 1270 Avenue of the Americas, 30th Floor,

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Deirdre Mangan
SIGNATURE:	/Deirdre Mangan/
DATE SIGNED:	05/30/2018

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LogicMark, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☒ Yes ☐ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 24, 2018

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Sagard Holdings Manager LP

Street Address: 161 Bay Street, Suite 5000

City: Toronto

State: ON

Country: Canada Zip: M5J 2S1

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☒ Limited Partnership Citizenship Canadian
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

See Schedule B

B. Trademark Registration No.(s) _____

See Schedule B

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule B

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Deirdre Mangan

Internal Address: Chapman and Cutler LLP

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: 212.655.3372

Docket Number: _____

Email Address: dmangan@chapman.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

ADDENDUM TO TRADEMARKS COVER SHEET

1. Name and state of additional conveying parties:

(1) Name: NXT-ID, INC.

State: Delaware

Type: Corporation

Citizenship: Delaware

(2) Name: Fit Pay, Inc.

State: Delaware

Type: Corporation

Citizenship: Delaware

(3) Name: 3D-ID, LLC

State: Florida

Type: Limited Liability Company

Citizenship: Florida

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 24, 2018, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of SAGARD HOLDINGS MANAGER LP (“*Sagard*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LOGICMARK, LLC., a Delaware limited liability company (the “*Borrower*”), Sagard, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, have entered into that certain Senior Secured Credit Agreement dated as of May 24, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.


SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

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


[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

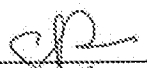
LOGICMARK, LLC, as a Grantor

By: 
Name: Gino Pereira
Title: Manager


NXT-ID, INC., as a Grantor

By: 
Name: Gino Pereira
Title: CEO

FTT PAY, INC., as a Grantor

By: 
Name: Gino Pereira
Title: CEO

3D-ID, LLC, as a Grantor

By: 
Name: Gino Pereira
Title: Manager

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006338 FRAME: 0168

Schedule A

PATENTS

Patents

<u>Registered Owner</u>	<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
Nxt-ID, Inc.	“UNPASSWORD”: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING	9,407,619	8/2/2016
LogicMark, LLC	PERSONAL EMERGENCY COMMUNICATION SYSTEM	7,231,200	6/12/2007
LogicMark, LLC	ALARM SIGNALLING DEVICE AND ALARM SYSTEM	7,312,709	12/25/2007
LogicMark, LLC	PERSONAL EMERGENCY COMMUNICATION SYSTEM	7,315,736	1/1/2008
LogicMark, LLC	FALL DETECTION SYSTEM HAVING A FLOOR HEIGHT THRESHOLD AND RESIDENT HEIGHT DETECTION DEVICE	7,893,844	2/22/2011
LogicMark, LLC	PERSONAL EMERGENCY COMMUNICATION SYSTEM	7,933,579	4/26/2011
LogicMark, LLC	VOICE-EXTENDING EMERGENCY RESPONSE SYSTEM	8,121,588	2/21/2012
LogicMark, LLC	WIRELESS, CENTRALIZED EMERGENCY SERVICES SYSTEM	8,275,346	9/25/2012
LogicMark, LLC	LIST-BASED EMERGENCY CALLING DEVICE	8,369,821	2/5/2013
LogicMark, LLC	APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES	9,427,088	10/18/2016
LogicMark, LLC	APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES	9,900,737	2/20/2018
LogicMark, LLC	PERSONAL EMERGENCY COMMUNICATION SYSTEM	RE41392	6/22/2010
LogicMark, LLC	PERSONAL EMERGENCY COMMUNICATION SYSTEM	RE41845	10/19/2010

Patent Applications

<u>Registered Owner</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Nxt-ID, Inc.	METHOD FOR REPLACING TRADITIONAL PAYMENT AND IDENTITY MANAGEMENT SYSTEMS AND COMPONENTS TO PROVIDE ADDITIONAL SECURITY AND A SYSTEM IMPLEMENTING SAID METHOD	14/049,175	10/08/2013
Nxt-ID, Inc.	UNIVERSAL AUTHENTICATION AND DATA EXCHANGE METHOD, SYSTEM AND SERVICE	14/217,289	3/17/2014
Nxt-ID, Inc.	COMPONENTS FOR ENHANCING OR AUGMENTING WEARABLE ACCESSORIES BY ADDING ELECTRONICS THERETO	14/843,930	9/2/2015
Nxt-ID, Inc.	METHOD AND SYSTEM TO VALIDATE IDENTITY WITHOUT PUTTING PRIVACY AT RISK	14/842,252	9/1/2015
Nxt-ID, Inc.	SYSTEMS AND DEVICES FOR WIRELESS CHARGING OF A POWERED TRANSACTION CARD AND EMBEDDING ELECTRONICS IN A WEARABLE ACCESSORY	14/843,925	9/2/2015
Nxt-ID, Inc.	UNPASSWORD: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING	15/068,834	3/14/2016
Nxt-ID, Inc.	DISTRIBUTED METHOD AND SYSTEM TO IMPROVE COLLABORATIVE SERVICES ACROSS MULTIPLE DEVICES	15/018,496	2/8/2016
Nxt-ID, Inc.	SYSTEM AND METHOD FOR LOW-POWER CLOSE-PROXIMITY COMMUNICATIONS AND ENERGY TRANSFER USING A MINIATURE MULTI-PURPOSE ANTENNA	15/089,826	4/4/2016
Nxt-ID, Inc.	ACCORDION ANTENNA STRUCTURE	15/089,844	4/4/2016
Nxt-ID, Inc.	MULTI-INSTANCE SHARED AUTHENTICATION (MISA) METHOD AND SYSTEM PRIOR TO DATA ACCESS	15/191,456	6/23/2016
Nxt-ID, Inc.	SYSTEM AND METHOD TO AUTHENTICATE ELECTRONICS USING ELECTRONIC-METRICS	15/202,553	7/5/2016
Nxt-ID, Inc.	PERSONALIZED AND DYNAMIC TOKENIZATION METHOD AND SYSTEM	15/210,728	7/14/2016
Nxt-ID, Inc.	SYSTEM AND METHOD TO DETERMINE USER PREFERENCES	15/212,163	7/15/2016
Nxt-ID, Inc.	METHODS AND SYSTEMS RELATED TO MULTI-FACTOR, MULTI-DIMENSIONAL, MATHEMATICAL HIDDEN AND MOTION SECURITY PINS	15/224,998	8/1/2016

<u>Registered Owner</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
Nxt-ID, Inc.	SYSTEM AND METHOD TO PERSONALIZE PRODUCTS AND SERVICES	15/212,184	7/15/2016
Nxt-ID, Inc.	ELECTRONIC CRYPTO-CURRENCY MANAGEMENT METHOD AND SYSTEM	15/225,780	8/1/2016
Nxt-ID, Inc.	SYSTEM AND METHOD TO PERSONALIZE PRODUCTS AND SERVICES	15/257,101	9/6/2016
Nxt-ID, Inc.	LOW BANDWIDTH CRYPTO-CURRENCY TRANSACTION EXECUTION AND SYNCHRONIZATION METHOD AND SYSTEM	15/259,023	9/7/2016
Nxt-ID, Inc.	SYSTEM AND METHOD FOR LOW-POWER CLOSE-PROXIMITY COMMUNICATIONS AND ENERGY TRANSFER USING A MINIATURE MULTI-PURPOSE ANTENNA	15/353,018	11/16/2016
Nxt-ID, Inc.	METHOD AND SYSTEM TO ORGANIZE AND MANAGE TRANSACTIONS	15/368,546	12/2/2016
Nxt-ID, Inc.	PREFERENCES DRIVEN ADVERTISING SYSTEMS AND METHODS	15/212,161	7/15/2016
Nxt-ID, Inc.	SOUND-DIRECTED OR BEHAVIOR-DIRECTED METHOD AND SYSTEM FOR AUTHENTICATING A USER AND EXECUTING A TRANSACTION	15/040,984	2/10/2016
Nxt-ID, Inc.	METHOD FOR REPLACING TRADITIONAL PAYMENT AND IDENTITY MANAGEMENT SYSTEMS AND COMPONENTS TO PROVIDE ADDITIONAL SECURITY AND A SYSTEM IMPLEMENTING SAID METHOD	15/252,468	8/31/2016
Nxt-ID, Inc.	BIOMETRIC, BEHAVIORAL-METRIC, KNOWLEDGE-METRIC AND ELECTRONIC-METRIC DIRECTED AUTHENTICATION AND TRANSACTION METHOD AND SYSTEM	15/202,515	7/5/2016
Fit Pay, Inc.	SYSTEMS AND METHODS FOR PROVIDING AN INTERNET OF THINGS PAYMENT PLATFORM	15/081,576	3/25/2016
Nxt-ID, Inc.	AUTOMATED WEARABLE ACTIVATION SYSTEM	62/537,904	7/27/2017



Schedule B

TRADEMARKS

Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Nxt-ID, Inc.	MOBILE SECURITY FOR A MOBILE WORLD	4395744	9/3/2013
Nxt-ID, Inc.	VOICEMATCH	4452718	12/17/2013
Nxt-ID, Inc.	FACEMATCH	4464229	1/7/2014
Nxt-ID, Inc.	BIOCLOUD	4497015	3/18/2014
Nxt-ID, Inc.	MOBILEBIO	4517052	4/22/2014
Nxt-ID, Inc.	WOCKET	4769088	7/7/2015
LogicMark, LLC	FACELOGIC	3197487	1/9/2007
LogicMark, LLC	FACELOGIC	3240521	5/8/2007
LogicMark, LLC	LOGICMARK	3358514	12/25/2007
LogicMark, LLC	FREEDOM ALERT	3619904	5/12/2009
LogicMark, LLC	GUARDIAN ALERT 911	3687193	9/22/2009
LogicMark, LLC		3717098	11/24/2009
LogicMark, LLC		3717122	11/24/2009
LogicMark, LLC		3791664	5/18/2010
LogicMark, LLC	LIFESENTRY	3842407	8/31/2010
LogicMark, LLC	SENTRYPAL	4174353	7/17/2012
LogicMark, LLC	SENTRYCOM	4198795	8/28/2012
LogicMark, LLC	CARETAKERSENTRY	4516351	4/15/2014
LogicMark, LLC	GUARDIAN ALERT 911 PLUS	4919492	3/15/2016

Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
LogicMark, LLC	NOTIFI911	87493075	6/16/2017
Fit Pay, Inc.	FITPAY	87651553	12/19/2017
Fit Pay, Inc.		87655747	10/23/2017
Fit Pay, Inc.	FLIP	87769199	1/24/2018
Fit Pay, Inc.		87769210	1/24/2018

Schedule C

COPYRIGHTS

Copyrights

None.

Copyright Applications

None.