

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, as collateral agent		10/01/2018	Mutual Insurance Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	GREATCALL, INC.		
Street Address:	10935 Vista Sorrento Parkway, Suite 200		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	Corporation: DELAWARE		
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:	6175269899		

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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: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place, 23rd Floor
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	54811 / 032
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NAME OF SUBMITTER:	Christine Slattery
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SIGNATURE:	/Christine Slattery/
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DATE SIGNED:	10/02/2018
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Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (“Trademark Release”) is made as of October 1, 2018, by **THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY**, as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”) in favor of **GREATCALL, INC.**, a Delaware corporation with an address at 10935 Vista Sorrento Parkway, Suite 200, San Diego, California 92130 (the “Grantor”). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to 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 the Grantor, the Collateral Agent, and the other parties thereto, the Grantor granted a security interest to the Collateral Agent in certain collateral;

WHEREAS, the Grantor entered into a certain second lien trademark security agreement dated July 14, 2017 (the “Second Lien Trademark Security Agreement”) with Collateral Agent, which was recorded on July 27, 2017 at the United States Patent and Trademark Office at Reel 6115, Frame 0922;

WHEREAS, Grantor granted the Collateral Agent, under the terms of the Second Lien Trademark Security Agreement, a continuing security interest (the “Security Interest”) in favor of the Collateral Agent, in (i) all of Grantor’s right, title and interest in, to and under the Trademark Collateral, including the Trademark Collateral listed in **Schedule A** attached hereto, (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 thereof for infringement of any of the Trademark Collateral or unfair competition regarding the same (collectively, the “Released Collateral”);

WHEREAS, the Collateral Agent has agreed to terminate and release its Security Interest in all such Released Collateral as herein provided;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Collateral Agent, for itself and on behalf of the Secured Parties in association with the Security Interest, hereby (i) releases, terminates, cancels and discharges any and all security interest it has in, to or under the Released Collateral, including the goodwill of the businesses with which the Trademark Collateral is associated, and (ii) assigns, transfers and conveys to Grantor any and all such right, title and interest that the Collateral Agent may have in the Released Collateral to the Grantor. Any right, title, or interest of the Collateral Agent in such Released Collateral shall hereby cease and become void. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Grantor to effect the termination and release of the security interest contemplated hereby; provided that, all costs and expenses arising out of or with

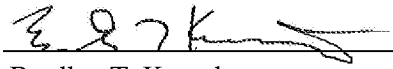
respect to the execution, acknowledgment, procurement, and delivery of any such further documents or the commencement or completion of such other acts, in each case as may be reasonably requested by the Grantor to effect the same, shall be borne solely by the Grantor.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Release to be executed by its duly authorized officer as of the day and year first written above.

**THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY**, as Collateral Agent

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

By: 
Name: Bradley T. Kunath
Title: Managing Director



[Release of 2L Trademark Security Agreement]

**TRADEMARK
REEL: 006447 FRAME: 0459**

SCHEDULE A

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	United States of America	3262427 Jul 10, 2007	78597834 March 30, 2005	Registered	HealthSense, Inc.
HEALTHSENSE	United	3437913	78753568	Registered	HealthSense, Inc.

	States of America	May 27, 2008	Nov 14, 2005		
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