

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CISCOR, INC.		10/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	FIRST MERCHANTS BANK		
Street Address:	10333 North Meridian Street		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46290		
Entity Type:	Chartered Bank: INDIANA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5566078	CISCOR ONESOURCE	
Registration Number:	5047129	CISCOR ONESOURCE	
Registration Number:	5027343	CISCOR ONESOURCE	
CORRESPONDENCE DATA			
Fax Number:	3176361507		
<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>			
Phone:	317-238-6304		
Email:	rgoode@kdlegal.com		
Correspondent Name:	Robert J. Goode		
Address Line 1:	One Indiana Square, Suite 2800		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Robert J. Goode		
SIGNATURE:	/Robert J. Goode/		
DATE SIGNED:	10/04/2018		
Total Attachments: 5			
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment No. 1") entered into by and between **CISCOR, INC.**, a Delaware corporation (the "Grantor"), and **FIRST MERCHANTS BANK**, an Indiana state chartered banking institution (the "Lender"), effective as of October 1, 2018.

WITNESSETH:

WHEREAS, the Grantor has heretofore entered into that certain Trademark Security Agreement with the Lender dated August 31, 2016 (the "Agreement"), to secure the Grantor's obligations arising under that certain Credit Agreement executed by the Grantor for the benefit of the Lender dated August 31, 2016, relating to the indebtedness and other obligations of the Grantor; and

WHEREAS, to amend and structure the credit facilities previously extended by the Lender to the Grantor, the Grantor, Allen Technologies, Inc., a California corporation ("Allen Technologies"; together with the Grantor hereinafter, collectively, the "Borrower"), SeniorMetrics, Inc., a Delaware corporation, and SeniorMetrics Holdings, LLC, a Delaware limited liability company, have entered into that certain Amended and Restated Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lender, pursuant to which Allen Technologies has become an obligor and co-borrower with the Grantor regarding the credit facilities extended and to be extended by the Lender to the Borrower; and

WHEREAS, it is a condition precedent to the Lender's making any loans or otherwise extending credit to the Borrower under the Credit Agreement that the Grantor amend the Agreement to provide that it shall now secure the obligations of the Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, together with the receipt and sufficiency of which are hereby acknowledged, and as an inducement to the Lender to enter into the Credit Agreement, the parties hereto agree as follows:

AGREEMENT

Section 1. Except as expressly set forth herein, this Amendment No. 1 shall not modify, amend or otherwise alter the Agreement, the terms and conditions of which are incorporated herein by reference.

Section 2. Recital A of the Agreement is hereby amended and restated as follows:

A. This Agreement is made in connection with certain loans in the aggregate principal amount of Fifteen Million Seven Hundred Fifty Thousand and No/100 Dollars (\$15,750,000.00) (collectively, the "Loan") made by Lender to Grantor and Allen Technologies, Inc., a California corporation ("Allen Technologies"), pursuant to that certain Amended and Restated Credit Agreement dated October 1, 2018 by and among Grantor, Allen Technologies, SeniorMetrics, Inc., a Delaware corporation, SeniorMetrics Holdings, LLC, a Delaware limited liability company f/k/a CISCOR Holdings, LLC and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement") and evidenced by (i) that certain Amended and Restated Promissory Note (Revolving Loan) dated October 1, 2018, made by Grantor and Allen Technologies to Lender in the principal amount of Three Million and No/100 Dollars (\$3,000,000.00), and (ii) that certain Amended and Restated Promissory Note (Term Loan) dated October 1, 2018, made by Grantor

and Allen Technologies to Lender in the principal amount of Twelve Million Seven Hundred Fifty Thousand and No/100 Dollars (\$12,750,000.00) (collectively, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter referred to collectively, as the "Note").

Section 3. Except for those trademarks, trademark applications and trademark licenses acquired since the effective date of the Agreement set forth on Schedule 1-A attached hereto, Schedule 1 attached to the Agreement contains a complete listing of trademarks, trademark applications and trademark licenses now owned by the Grantor.

Section 4. By execution of this Amendment No. 1, the Grantor represents and warrants that the representations and warranties as set forth in the Agreement remain true and correct as of the date hereof.

Section 5. The Lender shall not be bound by this Amendment No. 1 until (i) the Lender as executed and delivered this Amendment No. 1 and (ii) the Grantor has performed all of the obligations of the Grantor under this Amendment No. 1 to be performed contemporaneously with the execution and delivery of this Amendment No. 1. No provision of the Agreement as modified herein may be changed, discharged, supplemented, terminated, or waived except in a writing signed by the parties thereto. The Agreement as modified herein shall be binding upon and shall inure to the benefit of the Grantor and the Lender and their successors and assigns; provided, however, the Grantor may not assign any of its right to delegate any of its obligation under the Agreement and any purported assignment or delegation shall be void. This Amendment No. 1 shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to conflicts of law principles. This Amendment No. 1 may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment No. 1 to physically from one document. This Amendment No. 1 is a modification only and not a novation. Except for the above-referenced modifications, the Agreement, and all the terms and conditions thereof, shall be and remain in full force and effect with the changes herein deemed to be incorporated therein. This Amendment No. 1 shall not release or affect the liability of any guarantor, surety or endorser of the Note or release any owner of collateral securing the Obligations. The validity, priority and enforceability of the Agreement shall not be impaired hereby.

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Amendment No. 1 to Trademark Security Agreement to be executed as of the date first written above.

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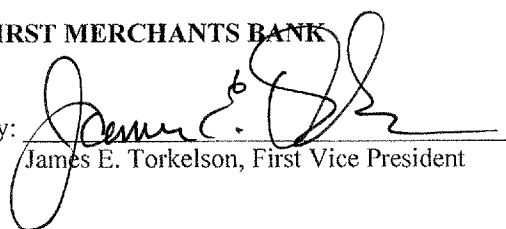
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SIGNATURE PAGE - AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

Accepted:


FIRST MERCHANTS BANK

By:



James E. Torkelson, First Vice President

Schedule 1-A¹

<i>Mark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Serial No.</i>	<i>Filing Date</i>	<i>Goods/Services</i>
CISCOR ONESOURCE	5,566,078	9/18/2018	86/479,091	12/12/2014	INT. CL. 9 Software for an emergency call system for use in providing emergency notifications for assisted living facilities, care-giver services, nursing, memory care, industrial security, school security, university security, courthouses, and corrections facilities
CISCOR ONESOURCE	5047129	09/20/2016	86/979,899	12/12/2014	INT. CL. 9 Software for an emergency call system for use in providing emergency notifications for assisted living facilities, care-giver services, nursing, memory care
CISCOR ONESOURCE and Design 	5,027,343	08/23/2016	85/743,232	10/01/2012	INT. CL. 9 Software for an emergency call system.

¹ NTD: Updated solely to reflect the registration numbers that were issued (these were just pending applications in prior disclosures).