# CH \$340.00 45179

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM492355

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Certain Trademarks Previously Recorded at Reel/Frame (6110/0352)

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		10/01/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	GREATCALL, INC.	
Street Address: 10935 Vista Sorrento Pkwy		
Internal Address:	ternal Address: Suite 120	
City:	San Diego	
State/Country:	CALIFORNIA	
Postal Code:	92130	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 13**

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

### **CORRESPONDENCE DATA**

**Fax Number:** 2124552502

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.

TRADFMARK

900468435 REEL: 006486 FRAME: 0450

Phone: (212) 455-2121
Email: jmull@stblaw.com

Correspondent Name: Elizabeth Gladstone

Address Line 1: 425 Lexington Avenue

Address Line 4: New York, CALIFORNIA 10017

ATTORNEY DOCKET NUMBER:	010251/0027
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	10/02/2018

### **Total Attachments: 4**

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TRADEMARK REEL: 006486 FRAME: 0451

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks ("<u>Trademark Release</u>") is made as of October 1, 2018, by **JEFFERIES FINANCE LLC**, a Delaware limited liability company (in such capacity, together with its successors and assigns in such capacity, the "<u>Collateral Agent</u>") in favor of **GREATCALL, INC.**, a Delaware corporation with an address at 10935 Vista Sorrento Parkway, Suite 200, San Diego, California 92130 (the "<u>Grantor</u>"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the First 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 trademark security agreement dated July 14, 2017 (the "<u>Trademark Security Agreement</u>") with the Collateral Agent, which was recorded on July 20, 2017 at the United States Patent and Trademark Office at Reel 6110, Frame 0352;

WHEREAS, Grantor granted the Collateral Agent, under the terms of the 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 lenders 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, 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.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be executed as of the day and year first written above.

JEFFERIES FINANCE LLC,

as Collateral Agent

Name: Paul Chisholm Title: Manoging Durictor

GreatCall - Signature Page to Trademark Release

## **SCHEDULE A**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
		rung Date	Reg. Date		oi Recoru
5STAR	US	85041186 5/18/2010	4517990 4/22/2014	Registered	GreatCall, Inc.
			Section 2(F)		
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 States of	3437913	78753568	Registered	HealthSense, Inc.

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**RECORDED: 10/02/2018** 

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