

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DATA CENTRUM COMMUNICATIONS, INC., as Grantor		12/03/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Agent		
Street Address:	4910 Tiedeman Road		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1887901	HEALTH MONITOR	
Registration Number:	2501407	ARTHRITIS HEALTH MONITOR	
Registration Number:	2545836	DIABETES HEALTH MONITOR	
Registration Number:	2526640	FAMILY CARE HEALTH MONITOR	
Registration Number:	2511654	HEART CARE HEALTH MONITOR	
Registration Number:	2526641	PEDIATRICS HEALTH MONITOR	
Registration Number:	2526642	RESPIRATORY HEALTH MONITOR	
Registration Number:	2499618	WOMEN' S HEALTH MONITOR	
Registration Number:	2529001	UNA VIDA SALUDABLE CON DIABETES	
Registration Number:	2529002	UNA VIDA SALUDABLE	
Registration Number:	4108299	KIDNEY CARE HEALTH MONITOR	
Serial Number:	77823178	HEALTH MONITOR AT HOME	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	james.Murray@wolterskluwer.com		

OP \$315.00 1887901

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Corenda R. Lewis

SIGNATURE: /Corenda R. Lewis/

DATE SIGNED: 12/04/2018

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 3, 2018, is made by the undersigned (“Grantor”) in favor of KEYBANK NATIONAL ASSOCIATION (“KeyBank”), as administrative agent for Lenders (as hereinafter defined) (KeyBank, in such capacity, “Agent”).

BACKGROUND

Pursuant to that certain Loan and Security Agreement, dated as of December 3, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among DATA CENTRUM COMMUNICATIONS, INC., a Delaware corporation (“Borrower”), the financial institutions from time to time party thereto (collectively, the “Lenders” and each individually, a “Lender”) and Agent, Agent and Lenders have agreed to make the Advances for the benefit of the Borrower.

Agent and Lenders are willing to make the Advances as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. (a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“Copyright License” means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

“Copyrights” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Intellectual Property Security Agreement” means this Intellectual Property Security Agreement, and shall include all further amendments, modifications and supplements hereto and shall refer to this Intellectual Property Security Agreement, as the same may be in effect at the time such reference becomes operative.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. Grant Of Security Interest In Intellectual Property Collateral. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Agent, for the ratable benefit of Lenders, a continuing first priority security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright license, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warrantees. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, Trademark or Copyright except as set forth in Schedules I-III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, perfected security interests in favor of Agent for the benefit of Agent and each Lender Party in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, if applicable, and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Agent's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. Grantor covenants and agrees with Agent as follows:

(a) Grantor shall notify Agent as promptly as reasonably practicable if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Agent notice thereof, and, upon request of Agent, Grantor shall execute and deliver a supplement hereto (in form

and substance satisfactory to Agent) to evidence Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall take all actions necessary and reasonably requested by Agent to maintain and pursue each application for registrations material to the operation of the Company's business, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing material to the operation of the Company's business), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings in connection with registrations material to the Company's business.

(d) In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Agent promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is not material to the conduct of its business or operations, as promptly as reasonably practicable sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent reasonably deems appropriate under the circumstances to protect such Intellectual Property Collateral.

5. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Lien granted to Agent pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in and Lien on the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual

Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. Termination of This Security Agreement. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon payment in full of all Obligations and termination of the Loan Agreement in accordance with the terms thereof.

9. Governing Law. This Intellectual Property Security Agreement and all rights and obligations hereunder shall be governed by and construed and enforced in all respects in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DATA CENTRUM COMMUNICATIONS,
INC., as Grantor


By: 
Name: Kenneth Freirich
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006493 FRAME: 0742

ACCEPTED and ACKNOWLEDGED
as of the date first written above by:

KEYBANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: Roger Grossman
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS AND PATENT LICENSES:

None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS:

Grantor Name	Title	Application Number and Date	Registration Number and Date	Country
Data Centrum Communications, Inc.	Health Monitor	74323630 10/16/1992	1887901 4/4/1995	US
Data Centrum Communications, Inc.	Arthritis Health Monitor	75852587 11/19/1999	2501407 10/30/2001	US
Data Centrum Communications, Inc.	Diabetes Health Monitor	75852589 11/19/1999	2545836 3/12/2002	US
Data Centrum Communications, Inc.	Family Care Health Monitor	75852590 11/19/1999	2526640 1/8/2002	US
Data Centrum Communications, Inc.	Heart Care Health Monitor	75852591 11/19/1999	2511654 11/27/2001	US
Data Centrum Communications, Inc.	Pediatrics Health Monitor	75852593 11/19/1999	2526641 1/8/2002	US
Data Centrum Communications, Inc.	Respiratory Health Monitor	75852594 11/10/1999	2526642 1/8/2002	US
Data Centrum Communications, Inc.	Women's Health Monitor	75852596 11/19/1999	2499618 10/23/2001	US
Data Centrum Communications, Inc.	Una Vida Saludable Con Diabetes	75852598 11/18/1999	2529001 1/15/2002	US
Data Centrum Communications, Inc.	Una Vida Saludable	75852599 11/19/1999	2529002 1/15/2002	US
Data Centrum Communications, Inc.	Health Monitor At Home	77823178 9/9/2009	3789337 5/18/2010	US
Data Centrum Communications, Inc.	Kidney Care Health Monitor	85360893 6/30/2011	4108299 3/6/2012	US

TRADEMARK LICENSES:

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHTS AND COPYRIGHT LICENSES:

None.