

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM507871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Medical Alert Corp.		01/29/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	240 Greenwich St., Floor 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87283762	MEDSMART	
Registration Number:	5109256	CARING IS TALKING	
Registration Number:	5014482	TALKING IS CARING	
Registration Number:	4863063	THE HEART OF CONNECTED CARE	
Registration Number:	4799595	THE VOICE OF CONNECTED HEALTH	
Registration Number:	4611050	MOBILE-MATE	
Registration Number:	4281037	AMAC	
Registration Number:	4269931	RESPONSE CALL	
Registration Number:	2824680	AMERICAN MEDICAL ALERT	
Registration Number:	2695436	WHERE PATIENTS AND PROVIDERS CONNECT	
Registration Number:	2525500	HLINK	
Registration Number:	2486357	MEDTIME	
Registration Number:	2107823	VOICECARE	
Registration Number:	1581284	SECURE-NET	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		

OP \$365.00 87283762

Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2:	Ste 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6262.017
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NAME OF SUBMITTER:	Sharon Patterson
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SIGNATURE:	/sharon patterson/
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DATE SIGNED:	01/30/2019
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of January 29, 2019, by AMERICAN MEDICAL ALERT CORP., a New York corporation, (the "Grantor"), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture, dated as of June 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Indenture"), by and among CONNECT AMERICA.COM, LLC, a Delaware limited liability company ("Issuer"), the other Notes Parties party thereto, THE BANK OF NEW YORK MELLON, as trustee (in such capacity, "Trustee") and calculation agent, the Collateral Agent, and the Persons signatory thereto from time to time as purchasers (the "Purchasers"), the Purchasers have agreed to purchase Notes and make other financial accommodations to Issuer;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of June 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among Issuer, the other grantors party thereto from time to time and Collateral Agent, as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof; provided, however, that the foregoing grant of security interest will not cover any pending United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not yet been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests

granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.

[Remainder of page intentionally left blank.]

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

AMERICAN MEDICAL ALERT CORP., as
Grantor

By: 

Name: Steve Linder

Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON, as Collateral
Agent

By: _____
Name: _____
Title: _____
LAURENCE J. CULLEN
VICE PRESIDENT

Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
CARING IS TALKING	5109256	12/27/16
TALKING IS CARING	5014482	8/2/16
THE HEART OF CONNECTED CARE	4863063	12/1/15
THE VOICE OF CONNECTED HEALTH	4799595	8/25/15
MOBILE-MATE	4611050	9/23/14
AMAC	4281037	1/29/13
RESPONSE CALL	4269931	1/1/13
AMERICAN MEDIAL ALERT	2824680	3/23/04
WHERE PATIENTS AND PROVIDERS CONNECT	2695436	3/11/03
HLINK	2525500	5/16/00
MEDTIME	2486357	9/4/01
VOICECARE	2107823	10/21/97
SECURE-NET	1581284	2/6/90

Trademark Applications

TRADEMARK	APPLICATION NUMBER	DATE
MEDSMART	87283762	12/29/16