

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM522291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LogicMark, LLC		05/03/2019	Limited Liability Company: DELAWARE
NXT-ID, Inc.		05/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CrowdOut Capital LLC, as collateral agent		
Street Address:	1010 Land Creek Cove		
Internal Address:	Suite 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	4395744	MOBILE SECURITY FOR A MOBILE WORLD	
Registration Number:	4452718	VOICEMATCH	
Registration Number:	4464229	FACEMATCH	
Registration Number:	4497015	BIOCLOUD	
Registration Number:	4517052	MOBILEBIO	
Registration Number:	4769088	WOCKET	
Registration Number:	3197487	FACELOGIC	
Registration Number:	3240521	FACELOGIC	
Registration Number:	3358514	LOGICMARK	
Registration Number:	3619904	FREEDOM ALERT	
Registration Number:	3687193	GUARDIAN ALERT 911	
Registration Number:	3717098		
Registration Number:	3717122		
Registration Number:	3791664		
Registration Number:	3842407	LIFESENTRY	
Registration Number:	4174353	SENTRYPAL	
Registration Number:	4198795	SENTRYCOM	
TRADEMARK			

CH \$515.00 4395744

Property Type	Number	Word Mark
Registration Number:	4516351	CARETAKERSENTRY
Registration Number:	4919492	GUARDIAN ALERT 911 PLUS
Serial Number:	87493075	NOTIFI911

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	016556-0001
NAME OF SUBMITTER:	Scott Kareff (016556-0001)
SIGNATURE:	/kc for sk/
DATE SIGNED:	05/06/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 3, 2019, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CROWDOUT CAPITAL LLC (“*CrowdOut*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LOGICMARK, LLC., a Delaware limited liability company (the “*Borrower*”), CrowdOut, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto, have entered into that certain Senior Secured Credit Agreement dated as of May 3, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) the copyright registrations and applications and copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

SECTION 2. *Security for Obligations.* The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations under the Guaranty, as applicable.

SECTION 3. *Recordation.* Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, record this IP Security Agreement.

SECTION 4. *Execution in Counterparts.* This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

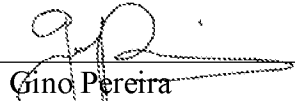
SECTION 5. *Grants, Rights and Remedies.* This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. *Governing Law.* This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

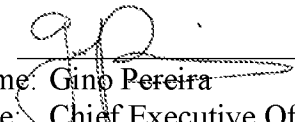
[signature page follows]

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

LOGICMARK, LLC, as a Grantor

By: 
Name: Gino Pereira
Title: Manager

NXT-ID, INC., as a Grantor

By: 
Name: Gino Pereira
Title: Chief Executive Officer

Schedule A

PATENTS

Patents:

<u>Loan Party</u>	<u>Patent Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
Nxt-ID, Inc.	“THE UNPASSWORD™”: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING	9,407,619	8/2/2016	Registered ¹
Nxt-ID, Inc.	THE UN-PASSWORD TM:RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING	10015154	7/2/2018	Registered ²
Logicmark, LLC	WIRELESS, CENTRALIZED EMERGENCY SERVICES SYSTEM	8,275,346	9/25/2012	Registered
Logicmark, LLC	VOICE-EXTENDING EMERGENCY RESPONSE SYSTEM	8,121,588	2/21/2012	Registered
Logicmark, LLC	LIST-BASED EMERGENCY CALLING DEVICE	8,369,821	2/5/2013	Registered
Logicmark, LLC ³	ALARM SIGNALLING DEVICE AND ALARM SYSTEM	7,312,709	12/25/2007	Registered
Logicmark, LLC ⁴	FALL DETECTION SYSTEM HAVING A FLOOR HEIGHT THRESHOLD AND A RESIDENT HEIGHT DETECTION DEVICE	7,893,844	2/22/2011	Registered
Logicmark, LLC	APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES	9,472,088	10/18/2016	Registered

¹ This patent application claims the benefit of U.S. provisional patent application filed Mar. 17, 2013 and assigned Application No. 61/802,681, incorporated herein. *See FN 3

² CROSS REFERENCE TO RELATED APPLICATIONS - This patent application is a continuation patent application that claims priority to a U.S. patent application filed Mar. 17, 2014 and assigned application Ser. No. 14/217,202, now U.S. Pat. No. 9,407,619, which claims priority to a provisional patent application filed Mar. 17, 2013 and assigned Application No. 61/802,681, both of which are incorporated herein.

³ Kingston, John Edward (Seartho, Grimsby, Lincs, GB) listed as inventor, no assignment recorded

⁴ Gottlieb, Mark (Fairfax Station, VA) listed as inventor, no assignment recorded

<u>Loan Party</u>	<u>Patent Title</u>	<u>Patent Number</u>	<u>Issue Date</u>	<u>Status</u>
Logicmark, LLC	APPARATUS AND METHOD FOR LOCATING AND UPDATING LOW-POWER WIRELESS COMMUNICATION DEVICES	9,900,737	2/20/2018	Registered

Patent Applications:

<u>Loan Party</u>	<u>Patent Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>
Nxt-ID, Inc.	UNIVERSAL AUTHENTICATION AND DATA EXCHANGE METHOD, SYSTEM AND SERVICE	16/172,667	10/26/2018	Applied for ⁵
Nxt-ID, Inc.	UN-PASSWORD: RISK AWARE END-TO-END MULTI-FACTOR AUTHENTICATION VIA DYNAMIC PAIRING	16/025,992	7/2/2018	Applied for
Nxt-ID, Inc.	COMPONENTS FOR ENHANCING OR AUGMENTING WEARABLE ACCESSORIES BY ADDING ELECTRONICS THERETO	14/843,930	9/2/2015	Applied for
Nxt-ID, Inc.	METHOD TO LOCALLY VALIDATE IDENTITY WITHOUT PUTTING PRIVACY AT RISK	14/842,252	9/1/2015	Applied for
Nxt-ID, Inc.	MULTI-INSTANCE SHARED AUTHENTICATION (MISA) METHOD AND SYSTEM PRIOR TO DATA ACCESS	15/191,466	6/23/2016	Patent # 9922022
Nxt-ID, Inc.	SYSTEM AND METHOD TO AUTHENTICATE ELECTRONICS USING ELECTRONIC-METRICS	15/202,553	7/5/2016	Applied for
Nxt-ID, Inc.	SYSTEM AND METHOD TO DETERMINE USER PREFERENCES	15/212,163	7/15/2016	Applied for
Nxt-ID, Inc.	METHODS AND SYSTEMS RELATED TO MULTI-FACTOR, MULTI-DIMENSIONAL, MATHEMATICAL HIDDEN AND MOTION SECURITY PINS	15/224,998	8/1/2016	Applied for
Nxt-ID, Inc.	SYSTEM AND METHOD TO PERSONALIZE PRODUCTS AND SERVICES	15/212,184	7/15/2016	Applied for
Nxt-ID, Inc.	SYSTEM AND METHOD TO PERSONALIZE PRODUCTS AND SERVICES	15/257,101	9/6/2016	Applied for ⁶
Nxt-ID, Inc.	PREFERENCES DRIVEN ADVERTISING SYSTEMS AND METHODS	15/212,161	7/15/2016	Applied for

⁵ Application Number not available on USPTO.gov

⁶ Related to Patent Application #15212184, 62192688,62198817, 2198989, 62262138

<u>Loan Party</u>	<u>Patent Title</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Status</u>
Nxt-ID, Inc.	AUTOMATED WEARABLE ACTIVATION SYSTEM	62/537,904	7/27/2017	Applied for ⁷
NEX-ID, Inc. ⁸	AN EVENT DETECTOR FOR ISSUING A NOTIFICATION RESPONSIVE TO OCCURRENCE OF AN EVENT	16/048,181	7/27/2018	Applied for
Nxt-ID, Inc.	METHOD AND SYSTEM TO IMPROVE ACCURACY OF FALL DETECTION USING MULTI-SENSOR FUSION	16/222,359	12/17/2018	Applied for ⁹
Nxt-ID, Inc.	A SOCIAL NETWORK FOR RESPONDING TO EVENT-DRIVEN NOTIFICATIONS	16/048,187	7/27/2018	Applied for

Schedule B

TRADEMARKS




Trademarks:

<u>Loan Party</u>	<u>Trademark Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Nxt-ID, Inc.	MOBILE SECURITY FOR A MOBILE WORLD	4395744	9/3/2013	Registered
Nxt-ID, Inc.	VOICEMATCH	4452718	12/17/2013	Registered
Nxt-ID, Inc.	FACEMATCH	4464229	1/7/2014	Registered

⁷ Provisional Application Expired, covered under Patent Application #16/048,181

⁸ NTD: "NEX-ID" is listed as applicant as opposed to "Nxt-ID"

⁹ Application Number not on USPTO database

<u>Loan Party</u>	<u>Trademark Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Nxt-ID, Inc.	BIOCLOUD	4497015	3/18/2014	Registered
Nxt-ID, Inc.	MOBILEBIO	4517052	4/22/2014	Registered
Nxt-ID, Inc.	WOCKET	4769088	7/7/2015	Registered
LogicMark, LLC	FACELOGIC	3197487	1/9/2007	Registered
LogicMark, LLC	FACELOGIC	3240521	5/8/2007	Registered
LogicMark, LLC	LOGICMARK	3358514	12/25/2007	Registered
LogicMark, LLC	FREEDOM ALERT	3619904	5/12/2009	Registered
LogicMark, LLC	GUARDIAN ALERT 911	3687193	9/22/2009	Registered
LogicMark, LLC		3717098	11/24/2009	Registered
				
LogicMark, LLC		3717122	11/24/2009	Registered
				
LogicMark, LLC		3791664	5/18/2010	Registered
				
LogicMark, LLC	LIFESENTRY	3842407	8/31/2010	Registered
LogicMark, LLC	SENTRYPAL	4174353	7/17/2012	Registered
LogicMark, LLC	SENTRYCOM	4198795	8/28/2012	Registered ¹⁰
LogicMark, LLC	CARETAKERSENTRY	4516351	4/15/2014	Registered
LogicMark, LLC	GUARDIAN ALERT 911 PLUS	4919492	3/15/2016	Registered

¹⁰ Status: DEAD

Trademark Applications:

<u>Loan Party</u>	<u>Trademark Title</u>	<u>Application Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
LogicMark, LLC	NOTIFI911	87493075	6/16/2017	Applied for ¹¹

¹¹ Status: Abandoned 9/25/2018

Schedule C

COPYRIGHTS

Copyrights

None.

Copyright Applications

None.