ETAS ID: TM523782

Stylesheet Version v1.2

Electronic Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Data Centrum Communications, Inc.		05/15/2019	Corporation: DELAWARE

TRADEMARK ASSIGNMENT COVER SHEET

## **RECEIVING PARTY DATA**

Name:	Compass Bank (d/b/a BBVA Compass)	
Street Address:	treet Address: 8333 Douglas Avenue, 2nd Floor	
Internal Address:	Address: BBVA Compass Agency Services	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75225	
Entity Type:	Entity Type: National Banking 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:	3789837	HEALTH MONITOR AT HOME
Registration Number:	4108299	KIDNEY CARE HEALTH MONITOR

## **CORRESPONDENCE DATA**

900498785

Fax Number: 6175236850

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: 617-523-2700

susan.dinicola@hklaw.com,brittany.fox@hklaw.com Email:

TRADEMARK

REEL: 006646 FRAME: 0618

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:Susan C. DiNicolaSIGNATURE:/Susan C. DiNicola/

**DATE SIGNED:** 05/15/2019

**Total Attachments: 5** 

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#### TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "<u>Trademark Security Agreement</u>") is made as of May 15, 2019, by and among DATA CENTRUM COMMUNICATIONS, INC., a Delaware corporation (the "<u>Grantor</u>") in favor of COMPASS BANK (d/b/a BBVA Compass) as Administrative Agent (together with its successors and assigns in such capacities, "<u>Grantee</u>"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement referenced below.

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor and HEALTH MONITOR NETWORK GROUP, INC., a Delaware corporation have entered into a Guarantee and Collateral Agreement, dated May 15, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guarantee and Collateral Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to the Grantee for the benefit of the Lender, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this agreement without the signature of the Grantor and naming the Grantor, as debtor, and the Grantee as secured party.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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 by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

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

**GRANTOR:** 

DATA CENTRUM COMMUNICATIONS, INC.

3y: \_\_\_\_\_

Name: Jeff Clark Title: Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK

REEL: 006646 FRAME: 0622

# SCHEDULE A TO GRANT OF A SECURITY INTEREST

# Trademark Registrations:

	1	US Serial	Application	US Registration	Registratio
Grantor	Mark	Number	Filing Date	Number Number	n Date
Data	IVIAIK	Number	Timig Date	Number	<u>II Date</u>
Centrum					
Communic					
ations, Inc.	Health Monitor	74323630	10/16/1992	1887901	4/4/1995
Data	Ticardi Monitor	74323030	10/10/17/2	1007701	7/7/1///
Centrum					
Communic	Arthritis Health				
ations, Inc.	Monitor	75852587	11/19/1999	2501407	10/30/2001
Data	Wildington	73032307	11/15/1555	2301107	10/30/2001
Centrum					
Communic	Diabetes Health				
ations, Inc.	Monitor	75852589	11/19/1999	2545836	3/12/2002
Data		1 1000			
Centrum					
Communic	Family Care Health				
ations, Inc.	Monitor	75852590	11/19/1999	2526640	1/8/2002
Data					
Centrum					
Communic	Heart Care Health				
ations, Inc.	Monitor	75852591	11/19/1999	2511654	11/27/2001
Data					
Centrum					
Communic	Pediatrics Health				
ations, Inc.	Monitor	75852593	11/19/1999	2526641	1/8/2002
Data					
Centrum					
Communic	Respiratory Health				
ations, Inc.	Monitor	75852594	11/10/1999	2526642	1/8/2002
Data					
Centrum					
Communic	Women's Health		44404000	• 100 610	10,000,000
ations, Inc.	Monitor	75852596	11/19/1999	2499618	10/23/2001
Data					
Centrum					
Communic	Una Vida Saludable	75052500	11/10/1000	2520001	1/15/2002
ations, Inc.	Con Diabetes	75852598	11/18/1999	2529001	1/15/2002
Data					
Centrum					
Communic	Han Vide Coludeble	75057500	11/19/1999	2520002	1/15/2002
ations, Inc.	Una Vida Saludable	75852599	11/19/1999	2529002	1/15/2002
Data					
Centrum Communic	Health Monitor At				
		77822178	0/0/2000	2780827	5/18/2010
ations, Inc.	Home	77823178	9/9/2009	3789837	5/18/2010

[Signature Page to Trademark Security Agreement]

#64909946

Data					
Centrum					
Communic	Kidney Care Health				
ations, Inc.	Monitor	85360893	6/30/2011	4108299	3/6/2012

Trademark Applications:

None.

[DCC] Trademark Security Agreement #64909946

**RECORDED: 05/15/2019**