

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537404

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN CUSTOMER CARE, INC.		05/01/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Israel Discount Bank of New York		
Street Address:	511 Fifth Avenue		
Internal Address:	13th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4138134	PREMIERE RESPONSE	
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		
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:	Syed Humza Moinuddin		
SIGNATURE:	/Syed Humza Moinuddin/		
DATE SIGNED:	08/20/2019		
Total Attachments: 7			
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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

AMERICAN CUSTOMER CARE, INC..

- Individual(s)
- General Partnership
- Corporation
- Limited Liability Company
- Citizenship: PA
- Execution Date(s): May 1, 2019
- Additional names of conveying parties attached? Yes No
- Association
- Limited Partnership

2. Name and address of receiving party(ies)

- Yes
- No

Additional names, addresses, or citizenship attached?

Name: Israel Discount Bank of New York

Internal Address:

Street Address: 511 Fifth Avenue, 13th Floor

City: New York

State: NY

Country: USA

Zip: 10017

- Association Citizenship:
- General Partnership Citizenship:
- Limited Partnership Citizenship:
- Corporation Citizenship:
- Other: Bank Citizenship: USA

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other:
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Schedule A

B. Trademark Registration No.(s) See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Syed Humza Moinuddin

Internal Address: Otterbourg P.C.

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3719

Fax Number:

Email Address: hmoinuddin@otterbourg.com

6. Total number of applications and registrations involved: 1

- 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**
- Authorized to be charged by credit card
 - Authorized to be charged to deposit account
 - Enclosed

8. Payment information:

- a. Credit Card
 - Last 4 Numbers
 - Expiration Date
- b. Deposit Account Number
 - Authorized User Name:

9. Signature: 

Signature

August 20, 2019
Date

Syed Humza Moinuddin
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **6**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK
REEL: 006724 FRAME: 0745**

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made on May 1, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ISRAEL DISCOUNT BANK OF NEW YORK ("Lender").

WITNESSETH:

WHEREAS, Lender has entered or is about to enter into a senior secured credit facility with AMERICAN CUSTOMER CARE, INC., a Pennsylvania corporation ("American Customer"), PREMIERE RESPONSE LLC, a New Jersey limited liability company ("Premiere Response"), MARK FACEY & COMPANY, a Connecticut corporation ("MFC"), FACEY FIELD REALTY, INC., a Pennsylvania corporation ("Facey Field" and, together with American Customer, Premiere Response and MFC, individually and collectively, jointly and severally, "Borrower"), pursuant to which Lender may make loans and provide other financial accommodation to Borrower as set forth in the Credit and Security Agreement, dated of even date herewith, between Borrower and Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), but only upon the condition, among others, that Grantors shall have executed and delivered to Lender the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Grantors are required to execute and deliver to Lender, this Trademark 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, Grantors hereby agree as follows:

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

2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the “Trademarks”), excluding only 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, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Security for Secured Obligations. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of a case under the U.S. Bankruptcy Code involving any Grantor.

4. Credit Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Credit Agreement, the Credit Agreement shall control.

5. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt written notice to Lender with respect to any such new trademarks. Grantors hereby authorize Lender to unilaterally modify Schedule I of this Trademark Security Agreement to include any such new trademark rights of Grantor and any future United States registered Trademarks or applications therefor of each Grantor. Notwithstanding the foregoing, no failure to so modify Schedule I of this Trademark Security Agreement shall in any way invalidate, limit or otherwise adversely affect Lender’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. Counterparts. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AMERICAN CUSTOMER CARE, INC.

By: 
Jeffrey A. Neistat
President

PREMIERE RESPONSE LLC

By: American Customer Care, Inc.

Its: Sole Member/Manager

By: 
Jeffrey A. Neistat
President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ISRAEL DISCOUNT BANK OF NEW YORK

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

AMERICAN CUSTOMER CARE, INC.

By: _____
Jeffrey A. Neistat
President

PREMIERE RESPONSE LLC

By: American Customer Care, Inc.

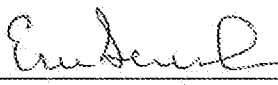
Its: Sole Member/Manager

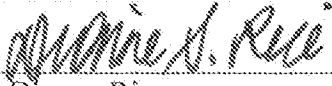
By: _____
Jeffrey A. Neistat
President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

ISRAEL DISCOUNT BANK OF NEW YORK

By:  _____
Name: Eric Serenkin
Title: Senior Vice President

By:  _____
Name: Dionne Rice
Title: First Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006724 FRAME: 0750

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

I. Trademark Registrations/Applications

<u>Grantor</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
American Customer Care, Inc.	Premiere Response	4138134	May 8, 2012

II. Trade Names

American Customer Care, Mark Facey & Company, Premiere Response

III. Common Law Trademarks

None.

IV. Trademarks Not Currently In Use

None.

V. Trademark Licenses

None.