

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
York Telecom Corporation		09/23/2019	Corporation: NEW JERSEY
Up to Snuff, LLC		09/23/2019	Limited Liability Company: NEW JERSEY
Caregility Corporation		09/23/2019	Corporation: NEW JERSEY

RECEIVING PARTY DATA

Name:	Bank Hapoalim, B.M.
Street Address:	1120 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	banking corporation: ISRAEL

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	4397584	YORKTEL VIDEOCLOUD
Registration Number:	4779842	YORKTEL
Registration Number:	4801863	YORKTEL
Registration Number:	4955679	UNIVAGO
Registration Number:	4955680	UNIVAGO
Registration Number:	4955681	UNIVAGO
Registration Number:	5783046	UNIVAGO HE
Registration Number:	5783045	UNIVAGO HE
Registration Number:	5783044	UNIVAGO HE
Registration Number:	5783043	UNIVAGO HE
Registration Number:	5783042	UNIVAGO HE
Registration Number:	5783041	UNIVAGO HE
Registration Number:	2780158	INITIA
Serial Number:	88158998	EOBSERVER
Serial Number:	88159041	IOBSERVER
Serial Number:	88569990	CAREGILITY
Serial Number:	88569974	CAREGILITY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88570011	CAREGILITY
Serial Number:	88570020	CAREGILITY
Serial Number:	88570028	
Serial Number:	88570030	
Serial Number:	88570033	
Serial Number:	88570040	
Serial Number:	88570046	WE KEEP COMMUNICATION FLOWING
Serial Number:	88570049	WE KEEP COMMUNICATION FLOWING
Serial Number:	88571741	WE KEEP COMMUNICATION FLOWING
Serial Number:	88571746	WE KEEP COMMUNICATION FLOWING

CORRESPONDENCE DATA

Fax Number: 6142243246

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: 614-462-1093

Email: ipdocketcolumbus@icemiller.com

Correspondent Name: Ice Miller LLP

Address Line 1: 1500 Broadway, Suite 2900

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Barbara Bacon
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	09/26/2019

Total Attachments: 7

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of September 23, 2019 between each of the signatories hereto (collectively, the "Grantors") in favor of BANK HAPOALIM, B.M. (the "Lender").

RECITALS:

WHEREAS, reference is made to the Revolving Loan and Security Agreement, dated as of September 23, 2019 (the "Loan Agreement"; capitalized terms used herein but not otherwise defined herein shall have the meaning given to such terms in the Loan Agreement), by and among York Telecom Corporation, a New Jersey corporation, the Persons identified on the signature pages thereto as "Borrowers", the Persons party thereto from time to time as guarantors, and the Lender; and

WHEREAS, under the terms of the Loan Agreement, the Grantors have (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including certain intellectual property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Lender a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following:

(a) All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and all rights in and to databases, and all mask works (as defined under 17 USC 901 of the US Copyright Act), whether registered or unregistered, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights in any material which is copyrightable or which is protected by common law, United States or foreign laws, or the law of any State; (v) all rights to sue for past, present and future infringements thereof; (vi) all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (vii) all tangible property embodying the copyrights or such copyrighted materials (collectively, the "Copyrights").

(b) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in Schedule 1 hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all proceeds of the

foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents").

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks").

(d) All trade secrets and all other confidential or proprietary information and know-how regardless of whether such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret and to enjoin or collect damages for the actual or threatened misappropriation of any Trade Secret; and (ii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets").

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, (i) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 hereto, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, no security interest is granted in (a) any contract rights, licenses or Intellectual Property if such grant causes a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate Grantor's rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination or (b) any United States intent-to-use trademark or service mark application 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 or service mark application under applicable law.

Section 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government

officer record this Agreement.


Section 3. **Governing Law.** This Agreement shall be governed by, construed in accordance with, and enforced under, the law of the State of New York without regard to conflicts of laws principles (other than Section 5-1401 of the General Obligations Law).

Section 4. **Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Intellectual Property Security Agreement as of the date first written above.

YORK TELECOM CORPORATION
UP TO SNUFF, LLC
CAREGILITY CORPORATION


By: 
Name: Ronald J. Gaboury
Title: Chairman of the Board, Chief
Executive Officer and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006755 FRAME: 0642

SCHEDULE 1 TO
Intellectual Property Security Agreement

1. Registered Trademarks

Registration No.	Registration Date	Registered Owner	Mark
4397584	September 3, 2013	York Telecom Corporation	YORKTEL VIDEOCLOUD
4779842	July 28, 2015	York Telecom Corporation	YORKTEL
4801863	September 1, 2015	York Telecom Corporation	
4955679	May 10, 2016	York Telecom Corporation	
4955680	May 10, 2016	York Telecom Corporation	
4955681	May 10, 2016	York Telecom Corporation	Univago
5783046	June 18, 2019	York Telecom Corporation	Univago HE
5783045	June 18, 2019	York Telecom Corporation	Univago HE
5783044	June 18, 2019	York Telecom Corporation	Univago HE
5783043	June 18, 2019	York Telecom Corporation	
5783042	June 18, 2019	York Telecom Corporation	
5783041	June 18, 2019	York Telecom Corporation	
2780158	November 4, 2003	York Telecom Corporation (assigned from Initia, Inc.)	

2. On October 17, 2018, York Telecom Corporation filed Trademark /Service Mark applications with the USPTO for "eObserver" Serial Number 88158998 and "iObserver" Serial Number 88159041. York Telecom Corporation intends to allow these applications to lapse and not pursue these registrations.

3. York Telecom Limited is the owner of a UK registration for YORKTEL VIDEOCLOUD (UK00003011777) (the "UK Registration"). The UK Registration was utilized as the basis to extend the registration of the YORKTEL VIDEOCLOUD trademark by means of the Madrid Protocol in Germany, France and Ireland and such registration was recorded on

December 11, 2013.

4. On July 27, 2017, a provisional application for a patent (Application Number 62537663 titled "Secure Teleconference Management") was filed by York Telecom Corporation.

5. On July 26, 2018, a non-provisional application for a patent (Application No. 16/046374 titled "Secure Teleconference Management") was filed by York Telecom Corporation.



6. Initia, Inc. Copyright:

Copyright Registration V3469 D233 PI-3, Registration Certificate dated 5/10/01 titled Bonding IMUX Protocol (DS), version 21.2 & 13 other titles.

On August 22, 2019, York Telecom Corporation submitted for filing the recordation of assignment of Initia, Inc.'s Copyright Registration V3469 D233 PI-3, Registration Certificate dated 5/10/01 titled Bonding IMUX Protocol (DS), version 21.2 & 13 other titles, which was assigned as a result of the merger between York Telecom Corporation and Initia, Inc. on July 26, 2019.

Caregility Corporation Intellectual Property

Trademarks

Serial No.	Application Date	Applicant	Mark
88569990	August 7, 2019	Caregility Corporation	Caregility
88569974	August 7, 2019	Caregility Corporation	Caregility
88570011	August 7, 2019	Caregility Corporation	Caregility
88570020	August 7, 2019	Caregility Corporation	Caregility
88570028	August 7, 2019	Caregility Corporation	
88570030	August 7, 2019	Caregility Corporation	
88570033	August 7, 2019	Caregility Corporation	
88570040	August 7, 2019	Caregility Corporation	
88570046	August 7, 2019	Caregility Corporation	We Keep Communication Flowing
88570049	August 7, 2019	Caregility Corporation	We Keep Communication Flowing
88571741	August 8, 2019	Caregility Corporation	We Keep Communication Flowing

88571746	August 8, 2019	Caregility Corporation	We Keep Communication Flowing
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Up to Snuff LLC Intellectual Property

Up to Snuff, LLC holds all right, title and interest in and to the documentary film titled "Up To Snuff," including all rights in copyright.