## CH \$640.00 26363

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM561139

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LIEN

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sorenson Communications, LLC		04/29/2019	Limited Liability Company: UTAH
CaptionCall, LLC		04/29/2019	Limited Liability Company: DELAWARE
InteractiveCare, LLC		04/29/2019	Limited Liability Company:

### **RECEIVING PARTY DATA**

Name:	Cortland Capital Market Services LLC
Street Address:	225 W. Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	2636357	S
Registration Number:	3117602	SIGNMAIL
Registration Number:	2888478	SORENSON VRS
Registration Number:	3426895	SORENSON COMMUNICATIONS
Registration Number:	3508725	SORENSON VRI
Registration Number:	3546952	LIGHTRING
Registration Number:	3348448	SORENSON VIDEO RELAY SERVICE
Registration Number:	3418439	SVRS
Registration Number:	4019951	NTOUCH
Registration Number:	4019952	YOUR WORLD IN TOUCH
Registration Number:	3809683	EMPOWERING INTERPRETERS AND EDUCATORS
Registration Number:	4151213	MYRUMBLE
Registration Number:	3525999	CAPTIONCALL
Registration Number:	4140422	CAPTIONCALL
Registration Number:	5426161	CAPTIONCALL
Registration Number:	5497901	CAPTIONCALL
		TDADEMADIA

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REEL: 006859 FRAME: 0905

900534618

Property Type	Number	Word Mark
Registration Number:	3920903	
Registration Number:	3932140	LIFE IS CALLING
Registration Number:	4506008	SILKSCROLL
Registration Number:	5593559	CAPTIONCALL LIFE IS CALLING
Registration Number:	5593560	CAPTIONCALL LIFE IS CALLING
Serial Number:	87830795	CAPTIONCALL REACH
Registration Number:	5444360	I INTERACTIVECARE
Registration Number:	5445225	INTERACTIVECARE
Registration Number:	5444359	

### **CORRESPONDENCE DATA**

**Fax Number:** 2028874288

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:** 2149692741

Email: blove@akingump.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	693867.0018
NAME OF SUBMITTER:	Brenda love
SIGNATURE:	/Brenda Love/
DATE SIGNED:	02/07/2020

### **Total Attachments: 11**

source=23. 2L Trademark Security Agreement (executed 4.29.19)#page1.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page2.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page3.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page4.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page5.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page6.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page7.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page8.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page8.tif source=23. 2L Trademark Security Agreement (executed 4.29.19)#page9.tif

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### SECOND LIEN TRADEMARK SECURITY AGREEMENT

WHEREAS, each of Sorenson Communications, LLC, a Utah limited liability company, CaptionCall, LLC, a Delaware limited liability company, and InteractiveCare, LLC, a Delaware limited liability company (each, a "Grantor", and collectively, the "Grantors"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of April 29, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among each Grantor, the other grantors party thereto and Cortland Capital Market Services LLC, as the Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent"), pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Second Lien Trademark Security Agreement (this "Agreement").

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on <u>Schedule A</u> annexed hereto), and all rights corresponding thereto (collectively, the "**Trademarks**");
- (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder shall be subject to the provisions of the Intercreditor Agreement or any such other applicable intercreditor agreement entered into by the Collateral Agent pursuant to the terms of the Credit Agreement. In the event of any conflict between the express terms and provisions of this Agreement, on the one hand, and the Intercreditor Agreement or any other intercreditor agreement, on the other hand, the terms and provisions of the Intercreditor Agreement or such other intercreditor agreement shall control as among the Collateral Agent and any other secured creditor (or agent therefor) party thereto.

[The remainder of this page is intentionally left blank.]

**IN WITNESS WHEREOF,** the Grantors and the Collateral Agent have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first set forth above.

SORENSON COMMUNICATIONS, LLC

by

Name: Reed E Steiner

Title: CFO

CAPTIONCALL, LLC

INTERACTIVECARE, LLC

by

Name: Reed E Steiner

Title: CFO

CORTLAND CAPITAL MARKET SERVICES LLC,

as the Collateral Agent

by

Title:

Associate Counsel

## 4813-7944-1045 v5

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT SCHEDULE A

# TRADEMARK REGISTRATIONS AND APPLICATIONS

### Trademarks:

Sorenson Communications, LLC

Mark	TraskBritt Ref. No.	Country	Status	Appl. No.	File Date	Reg. No.	Reg. Date
ENVISION	2792-TM1392CA	Canada	REGISTERED	1,329,834	12/29/2006	TMA737,149	03/27/2009
(S)	2792-TM1536US	U.S.	REGISTERED	76/016,541	04/03/2000	2636357	10/15/2002
	OZOS TWOMEOUV			1 220 826	10/00/0006	700705 166	10/03/2000
SIGNMAIL		Switzerland		<b>-</b>			09/07/2011
SIGNMAIL	2792-TM2450CT	European	REGISTERED	9921131	04/26/2011	9921131	09/30/2011
SIGNMAII	2792-TM2450NO	Norway	REGISTERED	201104726	04/26/2011	262231	10/31/2011
SIGNMAIL	2792-TM2450US	U.S.	REGISTERED	76/564,449	12/10/2003	3,117,602	07/18/2006
SORENSON VRS	2792-TM2451CA	Canada	REGISTERED	1,329,825	12/29/2006	TMA725,145	10/02/2008
SORENSON VRS	2792-TM2451CH	Switzerland	REGISTERED	55278/2011	04/29/2011	619856	09/07/2011
SORENSON VRS	2792-TM2451CT	European Community	REGISTERED	9920216	04/26/2011	009920216	09/30/2011
SORENSON VRS	2792-TM2451NO	Norway	REGISTERED	201104732	04/26/2011	262210	10/28/2011
SORENSON VRS	2792-TM2451US	u.s.	REGISTERED	76/509,159	04/24/2003	2,888,478	09/28/2004
SORENSON COMMUNICATIONS	2792-TM2456CA	Canada	REGISTERED	1,325,785	11/27/2006	TMA730,764	12/11/2008
SORENSON COMMUNICATIONS	2792-TM2456CH	Switzerland	REGISTERED	55293/2011	04/29/2011	622316	11/10/2011
SORENSON COMMUNICATIONS	2792-TM2456NO	Norway	REGISTERED	201104728	04/26/2011	262204	10/28/2011

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Nan A	Haskbillt net. No.	Country	Status	Appl. No.			ney. Date
SURENSON COMMUNICATIONS	2/92-1M2436US	U.S.	REGIOTERED	/8/8/8,126	05/05/2006	3,426,895	05/13/2008
SORENSON VRI	2792-TM2457CA	Canada	REGISTERED	1,329,582	12/27/2006	TMA840,809	01/21/2013
SORENSON VRI	2792-TM2457CH	Switzerland	REGISTERED	55275/2011	04/29/2011	620714	09/26/2011
SORENSON VRI	2792-TM2457CT	European Community	REGISTERED	9920083	04/26/2011	009920083	09/30/2011
SORENSON VRI	2792-TM2457NO	Norway	REGISTERED	201104731	04/26/2011	262209	10/28/2011
SORENSON VRI	2792-TM2457US	.S.U	REGISTERED	78/920,063	06/29/2006	3,508,725	09/30/2008
LIGHTRING	2792-TM2459CA	Canada	REGISTERED	1,323,562	9002/60/11	TMA711,096	04/04/2008
LIGHTRING	2792-TM2459US	u.s.	REGISTERED	78/921,387	06/30/2006	3,546,952	12/16/2008
SORENSON VIDEO RELAY SERVICE	2792-TM2461CA	Canada	REGISTERED	1,325,783	11/27/2006	TMA732,781	01/20/2009
SORENSON VIDEO RELAY SERVICE	2792-TM2477CA	Canada	REGISTERED	1,323,553	11/09/2006	TMA732,679 (	01/19/2009
SORENSON VIDEO RELAY SERVICE	2792-TM2477US	.s.n	REGISTERED	78/921,512	06/30/2006	3,348,448	12/04/2007
SVRS	2792-TM2487CA	Canada	REGISTERED	1,329,572	12/27/2006	TMA798,709	05/27/2011
SVRS	2792-TM2487CH	Switzerland	REGISTERED	55271/2011	04/29/2011	618512	08/19/2011
SVRS	2792-TM2487CT	European Community	REGISTERED	9920927	04/26/2011	009920927	09/30/2011
SVRS	2792-TM2487NO	Norway	REGISTERED	201104746	04/26/2011	262213	10/28/2011
SVRS	2792-TM2487US	U.S.	REGISTERED	78/953,712	08/16/2006	3,418,439	04/29/2008
VI-P	2792-TM2545CA	Canada	REGISTERED	1,346,720	05/09/2007	тма850,038	05/01/2013
DEAFVP	2792-TM2557CH	Switzerland	REGISTERED	55282/2011	04/29/2011	622617	11/16/2011
DEAFVP	2792-TM2557CT	European Community	REGISTERED	9920687	04/26/2011	009920687	10/04/2011
NTOUCH	2792-TM2734CH	Switzerland	REGISTERED	55280-2011	04/29/2011	619909	09/07/2011

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Mark	TraskBritt Ref. No.	Country	Status	Appl. No.	File Date	Reg. No.	Reg. Date
NTOUCH	2792-TM2734CT	European Community	REGISTERED	9920711	04/26/2011	009920711	09/30/2011
NTOUCH	2792-TM2734NO	Norway	REGISTERED	201104743	04/26/2011	262233	10/31/2011
NTOUCH	2792-TM2734US	U.S.	REGISTERED	77/772,085	07/01/2009	4,019,951	08/30/2011
YOUR WORLD IN TOUCH	2792-TM2746CH	Switzerland	REGISTERED	55285/2011	04/29/2011	619855	09/07/2011
YOUR WORLD IN TOUCH	2792-TM2746CT	European Community	REGISTERED	9920786	04/26/2011	009920786	09/30/2011
YOUR WORLD IN TOUCH	2792-TM2746NO	Norway	REGISTERED	201104748	04/26/2011	262234	10/31/2011
YOUR WORLD IN TOUCH	2792-TM2746US	U.S.	REGISTERED	77/773,108	07/02/2009	4,019,952	08/30/2011
EMPOWERING INTERPRETERS AND EDUCATORS	2792-TM2749CT	European Community	REGISTERED	9920604	04/26/2011	009920604	09/30/2011
EMPOWERING INTERPRETERS AND EDUCATORS	2792-TM2749US	U.S.	REGISTERED	77/817,940	09/01/2009	3,809,683	06/29/2010
MYRUMBLE	2792-TM2855CH	Switzerland	REGISTERED	58022/2011	1102/80/20	622679	11/18/2011
MYRUMBLE	2792-TM2855CT	European Community	REGISTERED	010096303	07/04/2011	010096303	12/07/2011
MYRUMBLE	2792-TM2855NO	Norway	REGISTERED	201107830	07/04/2011	262665	11/22/2011
MYRUMBLE	2792-TM2855US	U.S.	REGISTERED	85/250,667	02/24/2011	4,151,213	05/29/2012

## CaptionCall, LLC:

CAPTIONCALL Class	Mark Name
Class	Class
China	Country
Registered	Status
June 29, 2017	Filed Date
25057934	Application Number
June 28, 2018	Registration Date
25057934	Registration Number

Mark Name	Class	Country	Status	Filed Date	Application Number	Registration Date	Registration Number
CAPTIONCALL	9,38	US	Abandoned	January 26, 2007	77/092,309	October 28, 2008	3,525,999
CAPTIONCALL	38	US	Registered	November 23, 2009	77/878,980	May 8, 2012	4,140,422
CAPTIONCALL	9	US	Registered	March 29, 2017	87/390,326	March 20, 2018	5,426,161
CAPTIONCALL	38	US	Registered	January 2, 2018	87/740,871	June 19, 2018	5,497,901
SPIRAL LOGO	9	Switzerland	Registered	March 31, 2011	53920/2011	June 6, 2011	616126
SPIRAL LOGO	9,38	China	Application	June 29, 2017	20180000062113		
SPIRAL LOGO	9,38	EU	Registered	March 31, 2011	009856006	September 5, 2011	009856006
SPIRAL LOGO	9,38	Norway	Registered	March 31, 2011	201103750	September 15, 2011	261509
SPIRAL LOGO	9,38	US	Registered	November 18, 2009	77/875,706	February 15, 2011	3,920,903
LIFE IS CALLING	9,38	Switzerland	Registered	March 31, 2011	53917/2011	June 1, 2011	616071

5,593,559	October 30, 2018	87/648,451	October 17, 2017	Registered	US	9,38	CAPTIONCALL LIFE IS
				To be filed	US	9	SILKSCROLL (Class 9)
4,506,008	April 1, 2014	85/612,500	April 30, 2012	Registered	US	38	SILKSCROLL
25057936	June 28, 2018	25057936	June 29, 2017	Registered	China	9	SILKSCROLL
009855628	September 5, 2011	009855628	March 31, 2011	Registered	EU	9,38	CAPTIONCALL LOGO
623222	November 30, 2011	53919/2011	March 31, 2011	Registered	Switzerland	9,38	CAPTIONCALL LOGO
3,932,140	March 15, 2011	77/875,712	November 18, 2009	Registered	US	9,38	LIFE IS CALLING
261513	September 15, 2011	201103751	March 31, 2011	Registered	Norway	9,38	LIFE IS CALLING
009855867	March 2, 2012	009855867	March 31, 2011	Registered	EU	9,38	LIFE IS CALLING
25057935	June 28, 2018	25057935	June 29, 2017	Registered	China	9,38	LIFE IS CALLING
Registration Number	Registration Date	Application Number	Filed Date	Status	Country	Class	Mark Name

CAPTIONCALL REACH	CAPTIONCALL LOGO 2 LIFE IS CALLING	CALLING LOGO 1	Mark Name
9	9,38		Class
US	US		Country
Allowed	Registered		Status
March 12, 2018	October 17,   87/648,506 2017		Filed Date
87/830,795	87/648,506		Application Number
	October 30, 5,593,560 2018		Registration Registration Date Number
	5,593,560		Registration Number

## InteractiveCare, LLC:

Mark Name	Class	Country	Status	Filed Date	Application	Registration Registration	Registration
					Number	Date	Number
INTERACTIVECARE 38,42		Canada	To be filed				
INTERACTIVECARE 38,42		US	Registered	January 3, 2017	87/288,104	April 10, 2018	5,445,225
INTERACTIVECARE 38,42 & LOGO	38,42	Canada	Abandoned	June 28, 2017	1844877		
INTERACTIVECARE 38,42 & LOGO	38,42	US	Registered	January 3, 2017	87/288,074	April 10, 2018	5,444,360
ILOGO	38,42	Canada	Abandoned	June 28, 2017	1844879		

RECORDED: 02/07/2020

	ILOGO
	38,42
	US
	Registered
2017	January 3,
	87/288,018
2018	April 10,
	5,444,359