

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM661293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connect America.com, LLC		06/30/2021	Limited Liability Company: DELAWARE
Home Buddy, LLC		06/30/2021	Limited Liability Company: KANSAS
American Medical Alert Corp.		06/30/2021	Corporation: NEW YORK
Lifeline Systems Company		06/30/2021	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P.		
Street Address:	201 Main Street, Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5336279	CAREGIVER365	
Registration Number:	5162480	ALERT365	
Registration Number:	3397744	CONNECT AMERICA	
Registration Number:	4877074	ANYWHERE HELP	
Registration Number:	4281037	AMAC	
Registration Number:	2824680	AMERICAN MEDICAL ALERT	
Registration Number:	5109256	CARING IS TALKING	
Registration Number:	2486357	MEDTIME	
Registration Number:	1581284	SECURE-NET	
Registration Number:	2107823	VOICECARE	
Registration Number:	2695436	WHERE PATIENTS AND PROVIDERS CONNECT	
Registration Number:	4799595	THE VOICE OF CONNECTED HEALTH	
Registration Number:	4863063	THE HEART OF CONNECTED CARE	
Registration Number:	5014482	TALKING IS CARING	

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Property Type	Number	Word Mark
Registration Number:	1093406	LIFELINE
Registration Number:	1148394	LIFELINE
Registration Number:	1716793	LIFELINE
Registration Number:	2657102	CAREPARTNERS
Registration Number:	2144344	CAREPARTNER
Registration Number:	2170223	COMMUNITYCARE
Registration Number:	2946394	CAREPARTNERS CONNECT
Registration Number:	6186101	CARECENSUS
Serial Number:	87283762	MEDSMART

CORRESPONDENCE DATA

Fax Number:

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.

Email: erobinson@huntonak.com

Correspondent Name: Erika Robinson

Address Line 1: 600 Peachtree Street NE, Suite 4100

Address Line 2: c/o Hunton Andrews Kurth LLP

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	ErikaRobinson
SIGNATURE:	/ErikaRobinson/
DATE SIGNED:	07/20/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2021 (this “**Agreement**”), is entered into by and among, Connect America.com, LLC, a Delaware limited liability company, Home Buddy, LLC, a Kansas limited liability company, American Medical Alert Corp., a New York corporation, Lifeline Systems Company, a Massachusetts corporation (each a “Grantor” and collectively, the “Grantors”), and Crestline Direct Finance, L.P., as Collateral Agent for the Secured Parties.

RECITALS:

WHEREAS, reference is hereby made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement or Pledge and Security Agreement, as applicable), by and among Connect America.com, LLC, a Delaware limited liability company, as a borrower, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and Crestline Direct Finance, L.P., as Administrative Agent and Collateral Agent; and

WHEREAS, the Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Collateral Agent, for itself and the other Secured Parties, this Agreement.

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

1. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a security interest in and a continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): (a) all of its Trademarks, including those registrations and applications listed on Schedule 1 hereto; (b) all extensions or renewals therefor; (c) all of the goodwill of the business connected with the use thereof, and symbolized thereby; (d) all rights to sue for past, present and future infringements or dilutions thereof or for any injury to goodwill; (e) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit; and (f) all of its Trademark Licenses, including those Trademark Licenses listed on Schedule 1 hereto; provided, however, that the foregoing grant of security interest will not cover any pending United States “intent-to-use” trademark applications for which a verified statement of use or an amendment to allege use has not yet been filed with and accepted by the United States Patent and Trademark Office..

2. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests and continuing liens granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security

Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest and continuing lien on the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. Authorization to Supplement. Each Grantor hereby authorizes Collateral Agent to amend Schedule 1 hereto to include reference to any right, title or interest in any existing Trademark Collateral or any Trademark Collateral acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademark Collateral in which any Grantor no longer has or claims any right, title or interest.

4. General Provisions. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by email or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.**

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

CONNECT AMERICA.COM, LLC, as a
Grantor

By: J.M. Brady
Name: John Brady
Title: Chief Financial Officer

HOME BUDDY, LLC, as a Grantor

By: J.M. Brady
Name: John Brady
Title: Chief Financial Officer

AMERICAN MEDICAL ALERT CORP.,
as a Grantor

By: J.M. Brady
Name: John Brady
Title: Chief Financial Officer

LIFELINE SYSTEMS COMPANY., as a
Grantor

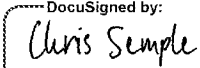
By: J.M. Brady
Name: John Brady
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED:

CRESTLINE DIRECT FINANCE, L.P., as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its manager

By: 
Name: CHRIS Sample
Title: Managing Director

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS			
<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CONNECT AMERICA.COM, LLC	CAREGIVER365	5,336,279	11/14/2017
CONNECT AMERICA.COM, LLC	ALERT365	5,162,480	6/7/2016
CONNECT AMERICA.COM, LLC	CONNECT AMERICA	3,397,744	3/18/2008
Home Buddy LLC	ANYWHERE HELP	4,877,074	12/29/2015
American Medical Alert Corp.	AMAC	4,281,037	1/29/2013
American Medical Alert Corp.	AMERICAN MEDICAL ALERT	2,824,680	3/23/2004
American Medical Alert Corp.	CARING IS TALKING	5,109,256	12/27/2016
American Medical Alert Corp.	MEDTIME	2,486,357	9/4/2001
American Medical Alert Corp.	SECURE-NET	1,581,284	2/6/1990
American Medical Alert Corp.	VOICECARE	2,107,823	10/21/1997
American Medical Alert Corp.	WHERE PATIENTS AND PROVIDERS CONNECT	2,695,436	3/11/2003
American Medical Alert Corp.	THE VOICE OF CONNECTED HEALTH	4,799,595	8/25/2015
American Medical Alert Corp.	THE HEART OF CONNECTED CARE	4,863,063	12/1/2015
American Medical Alert Corp.	TALKING IS CARING	5,014,482	8/2/2016
Lifeline Systems Company	LIFELINE	1,093,406	6/13/1978
Lifeline Systems Company	LIFELINE	1,148,394	3/17/1981
Lifeline Systems Company	LIFELINE	1,716,793	9/15/1992
Lifeline Systems Company	CAREPARTNERS	2,657,102	12/3/2002
Lifeline Systems Company	CAREPARTNER	2,144,344	3/17/1998

<u>Grantor</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Lifeline Systems Company	COMMUNITYCARE	2,170,223	6/30/1998
Lifeline Systems Company	CAREPARTNERS CONNECT & DESIGN	2,946,394	5/3/2005
Lifeline Systems Company	HOMESAFE	1,184,010	6/5/2013
Lifeline Systems Company	CARESAGE	1,281,363	11/3/2015
Lifeline Systems Company	CARESENSUS	1,311,942	7/5/2016
Lifeline Systems Company	CARECENSUS	6,186,101	10/27/2020
Lifeline Systems Company	CARECENSUS	1,401,429	2/06/2018

TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Trademark</u>	<u>Application Number</u>	<u>Filing Date</u>
American Medical Alert Corp.	MEDSMART	87283762	12/29/2016

TRADEMARK LICENSES

<u>License Agreement</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>