

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
York Telecom Corporation		12/29/2021	Corporation: NEW JERSEY
Caregility Corporation		12/29/2021	Corporation: NEW JERSEY
Up to Snuff, LLC		12/29/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Star Mountain Diversified Credit Income Fund III, LP		
Street Address:	140 East 45 Street		
Internal Address:	37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
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	
Registration Number:	6493945	CAREGILITY	
Registration Number:	6176305	CAREGILITY	
Registration Number:	6493946	CAREGILITY	
Registration Number:	6493947	CAREGILITY	
		TRADEMARK	

OP \$540.00 4779842

Property Type	Number	Word Mark
Registration Number:	6493948	
Registration Number:	6493949	
Registration Number:	6493950	
Registration Number:	6493951	
Registration Number:	1708701	VCA

CORRESPONDENCE DATA

Fax Number: 2158325619
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: 215-569-5619
Email: timothy.pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye (154502-01005)
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	154502-01005
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/30/2021

Total Attachments: 10
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**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 29th day of December, 2021, by YORK TELECOM CORPORATION, a New Jersey corporation with its chief executive office located at 81 Corbett Way, Eatontown, New Jersey 07724 (“York”) and CAREGILITY CORPORATION, a New Jersey Corporation with its chief executive office located at 81 Corbett Way, Eatontown, New Jersey 07724 (“Caregility”) and UP TO SNUFF, LLC, a New Jersey limited liability company with its chief executive office located at 81 Corbett Way, Eatontown, New Jersey 07724 (“Up to Snuff” and, together with York and Caregility, collectively and individually, “Company”), and delivered to STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, having a mailing address of c/o Star Mountain Capital, LLC, Two Grand Central Tower, 140 East 45th Street, 37th Floor, New York, New York 10017, as agent (“Agent”) for the lenders identified in the Loan Agreement, as that term is defined below (the lenders, together with each of their successors and assigns, each individually a “Lender” and collectively the “Lenders”).

BACKGROUND

A. This Agreement is being executed and delivered to Agent as additional security for the Obligations of Borrowers under that certain Term Loan and Security Agreement dated as of even date herewith (as amended, restated, amended and restatement, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), by and among Company, certain affiliates of Company, Agent and each of the financial institutions identified as Lenders on Schedule 3 to the Loan Agreement. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Company has filed applications for, obtained registrations of, and/or otherwise acquired registrations of certain of the patents, if any, which are necessary and material for the conduct of their business (collectively, the “Patents”); certain of the trademarks and service marks, if any, which are necessary and material for the conduct of their business (collectively, “Trademarks”); and certain of the copyrights, if any, which have been federally registered and are necessary and material for the conduct of their business (collectively, the “Copyrights”); listed on **Schedule A** attached hereto and made part hereof (all such Patents, Trademarks, and Copyrights herein after referred to as the “Assets”).

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement and all other Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, each Company grants to Agent, for the benefit of Lenders, a lien and security interest in all of its present and future right, title and interest in and to the Assets and the goodwill associated therewith, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Each Company represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of each Company's knowledge, without investigation, each of the Assets is valid and enforceable;

(c) To the best of each Company's knowledge, without investigation, the Company listed on Schedule A as the owner of each Asset (the "Applicable Company") is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including without limitation, pledges, assignments, licenses and covenants by the Applicable Company not to sue third persons except for Permitted Liens;

(d) Each Company has the unqualified corporate or organizational right, power and authority to enter into this Agreement and perform its terms;

(e) The Assets listed on Schedule A constitute all of the federally registered Assets, and all applications for any of the foregoing, now owned by either Company which are necessary and material for the conduct of their business. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, either Company shall obtain rights as a registrant for any new registered patent, trademark or copyright or application therefor, the provisions of this Agreement shall automatically apply thereto and such patent, trademark or copyright or application therefor shall be deemed part of the Assets. Company shall give Agent prompt written notice thereof along with an amended Schedule A.

3. So long as an Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default ("Default") has not occurred under the Loan Agreement, the Applicable Company shall continue to have the exclusive right to use, license, sell or otherwise deal with the Assets subject to the terms of the Loan Agreement and Agent and Lenders shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

4. If and while an Event of Default exists and is continuing under the Loan Agreement, each Company hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code as now or hereafter in effect in the State of New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. In such event, each Company hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Company's true and lawful attorney-in-fact, with the power to endorse such Company's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute an assignment in the form attached hereto as Exhibit 1. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the

terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of this Agreement and the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

5. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.

6. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement and the other Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

7. Upon Borrowers' performance of all of the obligations under the Loan Agreement and the other Loan Documents and full and unconditional satisfaction of all Obligations, Agent shall execute and deliver to the Applicable Company all documents reasonably necessary to terminate Agent's security interest in the Assets.

8. Any and all fees, costs and expenses, of whatever kind or nature, including the attorneys' fees and legal expenses incurred by Agent or any Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Agent's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Agent or any Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.

9. The Applicable Company shall have the right to bring suit in its own name to enforce the Assets, in which event Agent may, if such Applicable Company reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that Agent is not thereby incurring any risk of liability because of such joinder. Each Company shall promptly, upon demand, reimburse and indemnify Agent for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Agent in the fulfillment of the provisions of this paragraph.

10. During the existence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of either Company hereunder, in either Company's name or in Agent's name, but at Company's expense, and each Company hereby agrees to reimburse Agent in full for all costs and expenses, including reasonable attorneys' fees, incurred by Agent or any Lender in protecting, defending and maintaining the Assets.

11. No course of dealing between any or all Borrowers and Agent or any Lender nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and Lenders' rights and

remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between any or all Borrowers and Agent or any Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

12. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

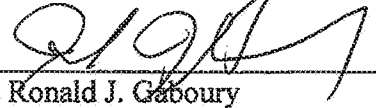
14. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

15. **Each Company and Agent waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Loan Agreement and the Loan Documents.**


[Signature Page Follows]

Dated the date and year first written above.

YORK TELECOM CORPORATION

By: 
Name: Ronald J. Gaboury
Title: Chief Executive Officer

CAREGILITY CORPORATION

By: 
Name: Ronald J. Gaboury
Title: Chief Executive Officer

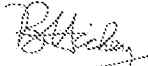
UP TO SNUFF, LLC

By: 
Name: Ronald J. Gaboury
Title: Chief Executive Officer

[Signatures Continued on Following Page]

Approved and Accepted:

**STAR MOUNTAIN DIVERSIFIED
CREDIT INCOME FUND III, LP**






By: 
Name: Brett Hickey
Title: Authorized Signatory

Signature Page to IP Security Agreement

TRADEMARK
REEL: 007545 FRAME: 0450

SCHEDULE A

Trademark / Servicemark	Registration/ Application / Serial Number	Registration/Application Date	Owner
YORKTEL	4779842	July 28, 2015	York Telecom Corporation
	4801863	September 1, 2015	York Telecom Corporation
	4955679	May 10, 2016	York Telecom Corporation
	4955680	May 10, 2016	York Telecom Corporation
Univago	4955681	May 10, 2016	York Telecom Corporation
Univago HE	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
	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.)
Caregility	6493945	September 21, 2021	Caregility Corporation
Caregility	6176305	September 21, 2021	Caregility Corporation
Caregility	6493946	September 21, 2021	Caregility Corporation
Caregility	6493947	September 21, 2021	Caregility

			Corporation
	6493948	September 21, 2021	Caregility Corporation
	6493949	September 21, 2021	Caregility Corporation
	6493950	September 21, 2021	Caregility Corporation
	6493951	September 21, 2021	Caregility Corporation
	1,708,701	August 18, 1992	York Telecom Corporation

1. 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.

COPYRIGHTS:

1. York Telecom Corporation—Copyright Registration V3469 D233 PI-3, Registration Certificate dated 5/10/01 titled *Bonding IMUX Protocol (DS), version 21.2 & 13 other titles*.
2. Up to Snuff, LLC holds all right, title and interest in and to the documentary film titled "*Up To Snuff*," including Copyright Registration Pau 4-096-987.

PATENTS:

Application No. or Patent No.	Country	Filing Date	Grant Date	Title	Owner
10,397,521	United States	July 26, 2018	Aug. 27, 2019	SECURE TELECONFERENC E MANAGEMENT	Caregility Corporation
10,848,713	United States	July 10, 2019	Nov. 24, 2020	SECURE TELECONFERENC E MANAGEMENT	Caregility Corporation
11,134,218 B2	United States	Oct. 16,	Jul. 18, 2021	SECURE TELECONFERENC	Caregility

		2020		E MANAGEMENT	Corporation
16/230,271	United States	Dec. 21, 2018		MANAGEMENT OF LIVE MEDIA CONNECTIONS	Caregility Corporation
PCT/US2019/06 7122	Patent Cooperation Treaty	Dec. 18, 2019		MANAGEMENT OF LIVE MEDIA CONNECTIONS	Caregility Corporation

EXHIBIT 1

PATENTS, TRADEMARKS AND COPYRIGHTS ASSIGNMENT

WHEREAS, _____, a _____
 (“Grantor”), is the registered owner of the assets listed on Schedule A attached hereto and made a
 part hereof (“Assets”), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ (“Grantee”), having a place of business at
 _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby
 acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does
 hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to
 the terms of the Patents, Trademarks and Copyrights Security Agreement, dated as of _____,
 2021, between Grantor and STARMOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP,
 all of its present and future right, title and interest in and to the Assets and all proceeds thereof and
 all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks and
 Copyrights Assignment to be executed as of the ____ day of _____, 20__.

By: _____
 Attorney-in-fact

Witness: _____