

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM698740

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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

<b>Name:</b>	Star Mountain Diversified Credit Income Fund III, LP
<b>Street Address:</b>	140 East 45 Street
<b>Internal Address:</b>	37th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	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

OP \$540.00 4779842

TRADEMARK

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: 7**

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**SUPPLEMENT TO**  
**PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENTS**

This Supplement to Intellectual Property Security Agreement ("Supplement"), dated as of December 29, 2021, is by and among **YORK TELECOM CORPORATION**, a New Jersey corporation ("York"), **CAREGILITY CORPORATION**, a New Jersey corporation ("Caregility"), and **UP TO SNUFF, LLC**, a New Jersey limited liability company ("Up to Snuff") (York, Caregility and Up to Snuff each, a "Grantor", and collectively, the "Grantors") and **STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LLP**, in its capacity as agent for the Lenders (in each such capacity, "Agent").

**BACKGROUND**

This Supplement is being delivered in connection with (i) that certain Term Loan and Security Agreement, dated as of September 23, 2019, by and among York, Caregility and Up to Snuff (and together with each Person joined to the Credit Agreement (as defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower"), the financial institutions which are party to the Credit Agreement from time to time (collectively, the "Lenders" and each individually, a "Lender") and Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Credit Agreement"), (ii) that certain Patents, Trademarks and Copyrights Security Agreements dated as of September 23, 2019 by Grantors in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Grantor IP Security Agreement"), and recorded with the trademark division of the United States Patent and Trademark Office at Reel 6753, Frame 0581 on September 24, 2019, and recorded with the patent division of the United States Patent and Trademark Office at Reel 050478, Frame 0118 on September 24, 2019, and recorded with the United States Copyright Office at Volume 9967, Book 049 on September 27, 2019, and (iii) that certain Patents, Trademarks and Copyrights Security Agreements dated as of March 18, 2020 by York-VCA, LLC, a New Jersey limited liability company ("York-VCA"), in favor of Agent (as amended, supplemented, restated, replaced, or otherwise modified from time to time, collectively, the "VCA IP Security Agreement"; together with the Grantor IP Security Agreement, the "IP Security Agreements"), and recorded with the trademark division of the United States Patent and Trademark Office at Reel 006899, Frame 0615 on March 25, 2020, and recorded with the patent division of the United States Patent and Trademark Office at Reel 052220, Frame 0093 on March 25, 2020, and submitted to the United States Copyright Office for recordation on March 27, 2020. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the IP Security Agreements.

A. Pursuant to the Credit Agreement and the IP Security Agreements, Grantors and York-VCA granted to Agent, for the benefit of Lenders, a lien on and security interest in all of Grantors' and York-VCA's, as applicable, Copyrights, Trademarks, and Patents (the "Intellectual Property").

B. Grantors have acquired certain additional trademarks, patents and copyrights, abandoned certain Copyrights, Trademarks, and Patents and assigned certain Copyrights, Trademarks, and Patents.

C. On or about December 28, 2021, York-VCA was merged with and into York.

D. Grantors and Agent desire to execute this Supplement for the purpose of, *inter alia*, granting, ratifying and confirming Agent's lien on and security interest in the Copyrights, Trademarks, and Patents, as set forth more fully in the IP Security Agreements, and replacing the existing schedules to the IP Security Agreements with Schedule A-1 attached hereto for recording in the United States Patent and Trademark Office and United States Copyright Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantors, intending to be legally bound hereby, covenant and agree as follows:

1. Grant and Reaffirmation of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantors hereby grant to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in Grantors' entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) the Intellectual Property, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, Patents and Copyrights; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of the Intellectual Property, or (b) injury to the goodwill associated with the Intellectual Property.

2. Schedule A to the IP Security Agreements is hereby amended and restated by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the IP Security Agreements shall be deemed, for all purposes, to refer to Schedule A-1 attached hereto.

3. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile or .PDF shall also bind the parties hereto.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**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

Acknowledged and Accepted:

**STAR MOUNTAIN DIVERSIFIED  
CREDIT INCOME FUND III, L.P.,**  
as Agent under the Credit Agreement

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Supplement to  
Patents, Trademarks and Copyrights Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

**YORK TELECOM CORPORATION**

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

**CAREGILITY CORPORATION**

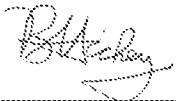
By: \_\_\_\_\_  
Name: Ronald J. Gaboury  
Title: Chief Executive Officer

**UP TO SNUFF, LLC**

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

Acknowledged and Accepted:






**STAR MOUNTAIN DIVERSIFIED  
CREDIT INCOME FUND III, L.P.,**  
as Agent under the Credit Agreement

By:  \_\_\_\_\_  
Name: Brett Hickey  
Title: Authorized Signatory

[Signature Page to Supplement to  
Patents, Trademarks and Copyrights Security Agreement]

SCHEDULE A-1

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:**

<b>Application No. or Patent No.</b>	<b>Country</b>	<b>Filing Date</b>	<b>Grant Date</b>	<b>Title</b>	<b>Owner</b>
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