

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368103

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ResponseLink, LLC		12/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
AlertOne Services, LLC		12/28/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TD Bank, N.A.
Street Address:	317 MADISON AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3876942	ALERT1
Registration Number:	2400097	RESPONSEALERT
Registration Number:	2299220	ALERTONE
Registration Number:	3300594	SAFETYLINK
Registration Number:	3300593	RESPONSELINK
Registration Number:	3300590	SAFETY. INDEPENDENCE. PEACE OF MIND.
Registration Number:	2330927	RESPONSE LINK

CORRESPONDENCE DATA

Fax Number: 2039757180

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: 2039757505

Email: christina.london@lockelord.com

Correspondent Name: Locke Lord LLP

Address Line 1: Church Street Station; P.O. Box 1470

Address Line 2: Paralegal Christina London

Address Line 4: New York, NEW YORK 10008-1470

CH \$190.00 3876942

ATTORNEY DOCKET NUMBER:	1419632-79
NAME OF SUBMITTER:	Christina London
SIGNATURE:	/christina london/
DATE SIGNED:	01/06/2016
Total Attachments: 4 source=TD Bank Security Agmt#page1.tif source=TD Bank Security Agmt#page2.tif source=TD Bank Security Agmt#page3.tif source=TD Bank Security Agmt#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of December 28, 2015, is among the undersigned (each a "Grantor"), and TD Bank, N.A., as lender (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Loan and Security Agreement dated as of the date hereof by and among ResponseLink, LLC, a Delaware limited liability company and AlertOne Services, LLC, a Delaware limited liability company (collectively, the "Borrowers"), and the Lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lender has agreed to extend credit and make certain financial accommodations to the Borrowers;

WHEREAS, pursuant to the Loan Agreement, each Grantor has 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 all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations including the obligations of the Obligor under the Loan Agreement;

WHEREAS, the parties to the Loan Agreement contemplate and intend that, the Lender shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Loan Agreement in connection with all of each Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Loan Agreement, each Grantor is required to execute and deliver this Agreement.

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

Section 1. Defined Terms

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

Section 2. Grant of Security Interest in Trademarks

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 Trademarks to the extent included in the Collateral, including but not limited to the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment,

declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Recordation

Each Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.


This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered by their respective authorized officer as of the date first above written.


GRANTORS:

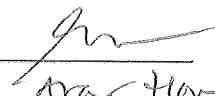
RESPONSELINK, LLC

By: 
Name: Sharpe Fitts
Title: CO-CEO

By: 
Name: Aron Han
Title: CO-CEO


ALERTONE SERVICES, LLC

By: 
Name: Sharpe Fitts
Title: CO-CEO

By: 
Name: Aron Han
Title: CO-CEO

LENDER:

TD BANK, N.A.

By: 
Name: Gregory Spurr
Title: Vice President

(Trademark Security Agreement)

TRADEMARK
REEL: 005703 FRAME: 0376

**SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT**

UNITED STATES REGISTERED TRADEMARKS

Owner	Mark	Country	Serial #	Registration #
ALERT ONE SERVICES, LLC	ALERT1	United States	85/009,249	3,876,942
ALERT ONE SERVICES, LLC	RESPONSEALERT	United States	75/859,125	2,400,097
ALERT ONE SERVICES, LLC	ALERTONE	United States	75/332,370	2,299,220
ResponseLink, LLC	SAFETYLINK	United States	76/669,620	3,300,594
ResponseLink, LLC	RESPONSELINK	United States	76/669,619	3,300,593
ResponseLink, LLC	SAFETY. INDEPENDENCE. PEACE OF MIND.	United States	76/669,615	3,300,590
RESPONSELINK, LLC	RESPONSE LINK	United States	75/483,592	2,330,927

UNITED STATES TRADEMARK APPLICATIONS

None.