

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LogicMark, LLC	12/30/2011
RECEIVING PARTY DATA	
Name:	The PrivateBank and Trust Company
Street Address:	120 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	12230841
Application Number:	12402304
Patent Number:	7893844
Application Number:	12007740
Patent Number:	7312709
Patent Number:	5521582
Patent Number:	7231200
Patent Number:	RE41392
Patent Number:	7315736
Patent Number:	RE41845
Patent Number:	7933579
CORRESPONDENCE DATA	
Fax Number:	(312)523-2652
Phone:	312-977-4400
Email:	ipdocket@uhlraw.com

CH \$440.00 12230841

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Roger H. Stein
Address Line 1: 70 W. Madison Street
Address Line 2: Suite 3500 - Attn: IP Docket
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	1005255-0001
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NAME OF SUBMITTER:	Roger H. Stein
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Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") dated as of December 30, 2011 (the "**Effective Date**"), is executed by LOGICMARK, LLC, a Delaware limited liability company (the "**Borrower**"), in favor of The PrivateBank and Trust Company (the "**Lender**").

RECITALS

A. The Borrower and the Lender have entered into that certain Loan and Security Agreement dated as of the Effective Date (the "**Loan Agreement**"). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Loan Agreement, the applicable provisions of which are incorporated herein by this reference.

B. The Borrower has determined that it is in its best interests to enter into the Loan Agreement. The Lender, however, will not enter into the Loan Agreement unless the Borrower executes and delivers this Agreement and pledges to the Lender, a security interest in the Pledged Collateral (as defined herein) in order to secure the payment and performance by the Borrower of the Secured Liabilities (as defined below).

CLAUSES

To induce the Lender to enter into the Loan Agreement, the Borrower hereby agrees as follows:

1. **Grant of Security Interests.** To secure the complete and timely payment and satisfaction of (a) the Liabilities, and any other indebtedness, obligations and liabilities of whatsoever kind and nature of the Borrower (whether arising before or after the filing of a petition in bankruptcy) under the Loan Agreement, whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever held, evidenced or acquired, and whether several, joint or joint and several, and (b) any and all expenses and charges, legal or otherwise, suffered or incurred by the Lender in collecting or enforcing any of such indebtedness, obligations or liabilities or in realizing on or protecting or preserving any security therefor, including, without limitation, the lien and security interest granted hereby (the "**Secured Liabilities**"), the Borrower hereby grants to the Lender, a continuing first priority and perfected security interest in all of the following property of Borrower (collectively, the "**Pledged Collateral**"), whether now owned or existing or hereafter acquired:

(a) Trademarks, service marks, assumed or fictitious trade names, trade styles, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, those listed on **Exhibit A** attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing, (iii) the right to sue for past, present and future infringements of any of the foregoing and (iv) the goodwill of Borrower's

business symbolized by the foregoing and connected therewith (all of the foregoing in this subsection (a) are collectively referred to as the "**Trademarks**");

(b) Copyrights, whether or not the underlying works of authorship have been published, all registrations and recordings thereof and all applications in connection therewith, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (b) are collectively referred to as the "**Copyrights**");

(c) Patents and patent applications, including, without limitation, the patents listed on Exhibit B attached hereto; and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and (iii) the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing in this subsection (c) are collectively referred to as the "**Patents**"); and

(d) Rights under and interests in all trademark license agreements, service mark license agreements (together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements) and patent license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, but excluding any license agreement if (and solely to the extent and for so long as) such license agreement expressly prohibits the Borrower from granting any Lien thereon (all of the foregoing in this subsection (d) are collectively referred to as the "**Licenses**").

2. **Warranties and Representations.** Borrower represents and warrants to the Lender that:

(a) None of the Pledged Collateral has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Pledged Collateral been cancelled in whole or in part and each such Trademark, Copyright, Patent and License is presently subsisting;

(b) Except as provided in any license agreements and as set forth in Exhibit C, the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Pledged Collateral (other than Pledged Collateral consisting of Licenses where the Borrower is licensee), free and clear of any Liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(c) The Borrower has no notice of any suits or actions commenced or, to the Borrower's knowledge, threatened with reference to the Pledged Collateral; and

(d) The Borrower has the unqualified right to execute and deliver this Agreement and perform in accordance with its terms.

3. **Restrictions on Future Agreements.** Until the Secured Liabilities are paid in full and the Loan Documents have been terminated, the Borrower will not, without the prior written consent of the Lender, sell, assign or license its interest in the Pledged Collateral (other than granting licenses in the Pledged Collateral in the ordinary course of the Borrower's business) or enter into any other agreement with respect to the Pledged Collateral which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement.

4. **New Trademarks, Patents and Licenses.** Borrower represents and warrants to the Lender that the Trademarks listed on Exhibit A and the Patents listed on Exhibit B constitute all of the material registered Trademarks, trademark applications and Patents now owned by the Borrower. If, before the Secured Liabilities are paid in full or before the Loan Documents have been terminated, Borrower (a) becomes aware of any existing Trademark, Copyright, Patents or License of which the Borrower has not previously informed the Lender or (ii) becomes entitled to the benefit of any Trademark, Copyright, Patents or License which benefit is not in existence on the date hereof, then the provisions of this Agreement will automatically apply thereto and the Borrower will give to Lender prompt written notice thereof. The Borrower hereby authorizes the Lender to modify this Agreement by amending the Exhibits hereto to include any such Trademark, Copyright, Patent or License and to file a duplicate original of this Agreement containing the amended Exhibits.

5. **Term.** The term of this Agreement will extend until the Secured Liabilities are paid in full and the Loan Documents have been terminated.

6. **Release of Agreement.** This Agreement is made for collateral purposes only. Upon payment in full of the Secured Liabilities and termination of the Loan Documents, the Lender shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interests created hereby and pursuant to the Loan Documents.

7. **Expenses.** All reasonable expenses incurred in connection with the exercise of Lender's right under this Agreement will be borne by the Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lender in connection with 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 and expenses, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Pledged Collateral or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Collateral will be borne by and paid by the Borrower and, until paid, will constitute Secured Liabilities.

8. **Duties of Borrower.** The Borrower will, to the extent desirable in the normal course of Borrower's business and consistent with Borrower's current business practices and the exercise of commercially reasonable discretion, (a) diligently file and prosecute all pending applications relating to the Pledged Collateral, (b) preserve and maintain all rights in the Pledged Collateral and (c) ensure that the Pledged Collateral is and remains enforceable provided.

9. **Lender's Right to Sue.** After the occurrence of an Event of Default and the continuance thereof, the Lender will have the right, but will in no way be obligated, to bring suit

in its own name to enforce the Pledged Collateral and, if the Lender commences any such suit, the Borrower will, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Borrower will promptly, upon demand, reimburse and indemnify the Lender for all documented costs and expenses incurred in the exercise of its rights under this Section 9, including, without limitation, reasonable attorney's fees and expenses.

10. Waivers. No course of dealing between the Borrower and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Loan Documents will operate as a waiver thereof; nor will any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Modification. No amendment, modification, termination, discharge or waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom, shall in any event be effective, except as specifically provided in Section 4 hereof, unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only for the specific purpose for which given.

12. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of the Lender's rights and remedies with respect to the Pledged Collateral, whether established hereby, by the Loan Documents, by any other agreements or by law will be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably designates, constitutes and appoints the Lender (and authorizes the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select in its sole discretion) as the Lender's true and lawful attorney-in-fact with power, upon the occurrence and during the continuance of an Event of Default, and subject to any applicable limitations or restrictions on the Borrower's rights in the Pledged Collateral to: (a) endorse the Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Pledged Collateral; (b) take any other actions with respect to the Pledged Collateral as the Lender deems to be in its best interests; (c) grant or issue any exclusive or non-exclusive license under the Pledged Collateral to anyone on commercially reasonable terms; or (d) assign, pledge, convey or otherwise transfer title in or dispose of any Pledged Collateral to anyone on commercially reasonable terms. The Lender hereby ratifies all that such attorney will lawfully do or cause to be done by virtue hereof. This power of attorney will be irrevocable until the Secured Liabilities will have been paid in full and the Loan Documents have been terminated. The Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. The Lender will have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois, from time to time. THE BORROWER HEREBY AUTHORIZES THE LENDER TO FILE THIS AGREEMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE.

13. Binding Effect; Benefits. This Agreement will become effective upon execution by the Borrower and the Lender. If this Agreement is not dated or contains any blanks when

executed by the Borrower, the Lender is hereby authorized, without notice to the Borrower, to date this Agreement as of the date when it was executed by the Borrower, and to complete any such blanks according to the terms upon which this Agreement is executed. This Agreement will be binding upon the Borrower and their respective successors and assigns, and will inure to the benefit of the Lender, their successors, nominees and assigns.

14. **Enforceability.** Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision will as to such jurisdiction, be severable and ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

15. **Survival.** All covenants, agreements, representations and warranties made by the Borrower herein will, notwithstanding any investigation by the Lender, be deemed material and relied upon by the Lender and shall survive the making and execution of this Agreement and the Loan Documents and the issuance of the Notes, and shall be deemed to be continuing representations and warranties until such time as the Borrower has fulfilled all of their Secured Liabilities to the Lender, and the Lender has been paid in full. The Lender, in extending financial accommodations to the Borrower, is expressly acting and relying on the aforesaid representations and warranties.

16. **Governing Law.** This Agreement will be delivered and accepted in and will be deemed to be a contract made under and governed by the internal laws of the State of Illinois (but giving effect to federal laws applicable to national banks), and for all purposes will be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

17. **WAIVER OF JURY TRIAL.** THE LENDER AND THE BORROWER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE PLEDGED COLLATERAL, OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE LENDER AND THE BORROWER ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

18. **LITIGATION.** TO INDUCE THE LENDER TO MAKE THE LOANS, THE BORROWER IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS AGREEMENT, ANY OTHER AGREEMENT WITH THE LENDER OR THE PLEDGED COLLATERAL, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING THEIR SITUS IN THE CITY OF CHICAGO, ILLINOIS. BORROWER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING ITS

SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE BORROWER TO THE ADDRESS SET FORTH IN THE LOAN AGREEMENT, IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.


19. **Headings.** Section headings used herein are for convenience only and will not modify the provisions which they precede.

20. **Further Assurances.** Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as the Lender will reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein.

21. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LOGICMARK, LLC, a Delaware limited liability company, as Borrower

By: 
Name: James Coleman
Title: manager

THE PRIVATEBANK AND TRUST COMPANY, as Lender

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

LOGICMARK, LLC, a Delaware limited liability company, as Borrower

By: _____
Name: _____
Title: _____

THE PRIVATEBANK AND TRUST COMPANY, as Lender

By: Douglas W. Buchler
Name: Douglas W. Buchler
Title: Associate Managing Director

EXHIBIT A
TRADEMARKS

TRADEMARK	U.S. SERIAL OR REGISTRATION NUMBER	FILED DATE	REGISTRATION DATE
SENTRYPAL	85/410182	August 30, 2011	
SENTRYCOM	77/656904	January 26, 2009	
LIFESENTRY	3,842,407		August 31, 2010
DESIGN ONLY (face plate)	3,791,664		May 18, 2010
DESIGN ONLY (radio transceiver)	3,717,098		November 24, 2009
DESIGN ONLY (face plate)	3,717,122		November 24, 2009
GUARDIAN ALERT 911	3,687,193		September 22, 2009
FREEDOM ALERT	3,619,904		May 12, 2009
LOGICMARK	3,358,514		December 25, 2007

EXHIBIT B

PATENTS

<u>App. No.</u>	<u>Patent No.</u>	<u>Description</u>
12/230,841		VOICE EXTENDER (US)
60/935,894		VOICE EXTENDER (US) (Expired)
12/402,304		LIST BASED EMERGENCY CALLING (US)
12/216,053	7,893,844	FALL DETECTOR (US)
12/007,740		WIRELESS, CENTRALIZED EMERGENCY SERVICES
SYSTEM (US)		
2,494,166		KINGSTON with Display (Canada)
2,080,921	2,080,921	Alarm System (Canada) (Expired)
10/523,115	7,312,709	KINGSTON with Display (US)
08/342,427	5,521,582	KINGSTON (US)
10/955,327	7,231,200	Personal emergency communication system
12/053,003	RE41,392	Personal emergency communication system
11/439,508	7,315,736	Personal emergency communication system
12/038,477	RE41,845	Personal emergency communication system
11/949,191	7,933,579	Personal emergency communication system

EXHIBIT C

LICENSES AND EXCEPTIONS

LogicMark believes that it is a co-owner of the following patents identified in Exhibit B by virtue of an assignment of Warren Bosch's interest in those patents:

10/955,327	7,231,200	Personal emergency communication system
12/053,003	RE41,392	Personal emergency communication system
11/439,508	7,315,736	Personal emergency communication system
12/038,477	RE41,845	Personal emergency communication system
11/949,191	7,933,579	Personal emergency communication system

However, at least in their answers in litigation, Medical Alarm Concepts Holding, Inc., Medical Alarm Concepts, LLC and Nevin Jenkins have disputed that Mr. Bosch is an inventor in those cases and/or LogicMark's ownership and/or co-ownership of these patents.