

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4524134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREATCALL, INC.	07/14/2017
RECEIVING PARTY DATA	
Name:	THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AS COLLATERAL AGENT
Street Address:	720 EAST WISCONSIN AVENUE
City:	MILWAUKEE
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 58	
Property Type	Number
Patent Number:	8589174
Application Number:	15194311
Patent Number:	8515020
Patent Number:	8837685
Patent Number:	9088653
Patent Number:	9380153
Patent Number:	6963283
Patent Number:	7084771
Patent Number:	7423538
Application Number:	14334648
Patent Number:	D763880
Patent Number:	D764518
Patent Number:	9445250
Patent Number:	8311528
Patent Number:	9439054
Patent Number:	9467833
Application Number:	15365649
Patent Number:	9025735
Patent Number:	8705702
Application Number:	15395973

PATENT

Property Type	Number
Patent Number:	8768291
Patent Number:	8995950
Patent Number:	9185217
Patent Number:	9538006
Patent Number:	8380162
Patent Number:	8886158
Patent Number:	9300806
Patent Number:	8862106
Application Number:	13947940
Application Number:	14993941
Patent Number:	9247410
Patent Number:	8571218
Patent Number:	8600059
Patent Number:	8270939
Patent Number:	8489066
Application Number:	14684024
Patent Number:	9071952
Application Number:	14510011
Application Number:	14067738
Application Number:	15342952
Patent Number:	7248059
Patent Number:	7590534
Patent Number:	8164461
Patent Number:	7893843
Patent Number:	7826983
Patent Number:	8184782
Application Number:	15212776
Patent Number:	9396646
Patent Number:	8872664
Patent Number:	8783114
Patent Number:	8164444
Patent Number:	7701332
Patent Number:	8120480
Application Number:	12871323
Patent Number:	7785257
Patent Number:	7396331
Patent Number:	7589637
Application Number:	13758628

CORRESPONDENCE DATA**Fax Number:** (212)310-8007*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:** 212.310.8561**Email:** juan.arias@weil.com**Correspondent Name:** SEAN MCCLAY**Address Line 1:** WEIL, GOTSHAL & MANGES LLP**Address Line 2:** 767 FIFTH AVENUE**Address Line 4:** NEW YORK, NEW YORK 10153

NAME OF SUBMITTER:	SEAN MCCLAY
SIGNATURE:	/SEAN MCCLAY/
DATE SIGNED:	07/27/2017

Total Attachments: 10

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SECOND LIEN PATENT SECURITY AGREEMENT, dated as of July 14, 2017 (this “Agreement”), among GreatCall, Inc. (the “Grantor”) and The Northwestern Mutual Life Insurance Company, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among GC Buyer, Inc., a Delaware corporation (“Holdings”), GC Merger Sub, Inc., a Delaware corporation (the “Initial Borrower”), GreatCall, Inc., a Delaware corporation (“GreatCall” and following the Merger (as defined in the Second Lien Credit Agreement), as successor to the Initial Borrower by operation of law, the “Borrower”), the Lenders from time to time party thereto and The Northwestern Mutual Life Insurance Company, as Administrative Agent and (b) the Second Lien Collateral Agreement dated as of July 14, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Initial Borrower, GreatCall, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Patents, including those listed on Schedule I attached hereto (the “Patent Collateral”), (ii) all Proceeds and products of the Patent Collateral, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent Collateral. This Agreement is not to be construed as an assignment of any Patent.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents

by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

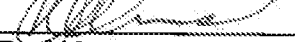
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GREATCALL, INC., as Grantor

By: 
Name: David Inns
Title: President and Chief Executive Officer

[Signature page to Second Lien Patent Security Agreement]

PATENT
REEL: 043360 FRAME: 0122

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY, as Collateral
Agent

By: Northwestern Mutual Investment
Management Company, LLC, its investment
adviser

By: 
Name: David A. Barras
Title: Managing Director



Schedule I

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent/ Patents	Current Owner of Record
ACTIVITY MONITORING	10/737,076 12/16/2003 20050131736 6/16/2005	8589174 11/19/2013	Registered		Adventium Enterprises, LLC Healthsense, Inc.
ADAPTIVE SYSTEM WITH CALL CENTER AND TRUSTED NETWORK	15/194,311 6/27/2016 20160309028 10/20/2016		Pending	14/803,681 14/486,843 13/956,234 13/617,564	GreatCall, Inc.
ADAPTIVE SYSTEM WITH CALL CENTER AND TRUSTED NETWORK	13/617,564 9/14/2012	8515020 8/20/2013	Registered		GreatCall, Inc.
ADAPTIVE SYSTEM WITH CALL CENTER AND TRUSTED NETWORK	13/956,234 7/31/2013 20140079192 3/20/2014	8837685 9/16/2014	Registered	13/617,564	GreatCall, Inc.
ADAPTIVE SYSTEM WITH CALL CENTER AND TRUSTED NETWORK	14/486,843 9/15/2014 20150003594 1/1/2015	9088653 7/21/2015	Registered	13/956,234 13/617,564	GreatCall, Inc.
ADAPTIVE SYSTEM WITH CALL CENTER AND TRUSTED NETWORK	14/803,681 7/20/2015	9380153 6/28/2016	Registered	14/486,843 13/956,234 13/617,564	GreatCall, Inc.
CHILD ALERT SYSTEM	09/784,654 2/15/2001	6963283 11/8/2005	Registered	60/182,592	GreatCall, Inc.
CHILD ALERT SYSTEM	11/187,198 7/21/2005 20050253727 11/17/2005	7084771 8/1/2006	Registered	09/784,654	GreatCall, Inc.
CHILD ALERT SYSTEM	11/452,548 6/15/2006 20060232429 10/19/2006	7423538 9/9/2008	Registered	11/187,198 09/784,654	GreatCall, Inc.
CUSTOMIZED NEWSLETTER CREATION AND DELIVERY	14/334,648 7/17/2014 20150033103 1/29/2015		Pending	61/857,673	GreatCall, Inc.
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/471,354 10/30/2013	D763880 8/16/2016	Registered		GreatCall, Inc.

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent Patents	Current Owner of Record
DISPLAY SCREEN OR PORTION THEREOF WITH GRAPHICAL USER INTERFACE	29/471,355 10/30/2013	D764518 8/23/2016	Registered		GreatCall, Inc.
EMERGENCY CALL PLACEMENT SYSTEMS AND METHODS	14/588,011 12/31/2014 20150111521 4/23/2015	9445250 9/13/2016	Registered	13/004,481	GreatCall, Inc.
EMERGENCY CALL REDIRECTION SYSTEMS AND METHODS	13/306,323 11/29/2011 20120178405 7/12/2012	8311528 11/13/2012	Registered	13/004,481	GreatCall, Inc.
EMERGENCY CALL REDIRECTION SYSTEMS AND METHODS	13/004,481 1/11/2011 20120178403 7/12/2012	9439054 9/6/2016	Registered		GreatCall, Inc.
EMERGENCY CALL RETURN SYSTEMS AND METHODS	13/004,612 1/11/2011 20120178404 7/12/2012	9467833 10/11/2016	Registered		GreatCall, Inc.
EMERGENCY COMMUNICATIONS SYSTEM	15/365,649 11/30/2016 20170085718 3/23/2017		Pending	14/686,497 14/229,486 11/745,514 60/798,643	GreatCall, Inc.
EMERGENCY COMMUNICATIONS SYSTEM	14/229,486 3/28/2014 20140213213 7/31/2014	9025735 5/5/2015	Registered		GreatCall, Inc.
EMERGENCY COMMUNICATIONS SYSTEM	11/745,514 5/8/2007	8705702 4/22/2014	Registered	60/798,643	GreatCall, Inc.
EMERGENCY MOBILE NOTIFICATION HANDLING	15/395,973 12/30/2016 20170111502 4/20/2017		Pending	14/936,358 14/588,020 14/296,260 13/286,593	GreatCall, Inc.
EMERGENCY MOBILE NOTIFICATION HANDLING	13/286,593 11/1/2011 20130109340 5/2/2013	8768291 7/1/2014	Registered		GreatCall, Inc.

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent Patents	Current Owner of Record
EMERGENCY MOBILE NOTIFICATION HANDLING	14/296,260 6/4/2014 20140287711 9/25/2014	8995950 3/31/2015	Registered	13/286,593	GreatCall, Inc.
EMERGENCY MOBILE NOTIFICATION HANDLING	14/588,020 12/31/2014 20150110255 4/23/2015	9185217 11/10/2015	Registered	14/296,260 13/286,593	GreatCall, Inc.
EMERGENCY MOBILE NOTIFICATION HANDLING	14/936,358 11/9/2015 20160065737 3/3/2016	9538006 1/3/2017	Registered	14/588,020 14/296,260 13/286,593	GreatCall, Inc.
EXTENDED EMERGENCY NOTIFICATION SYSTEMS AND METHODS	13/276,233 10/18/2011 20120171989 7/5/2012	8380162 2/19/2013	Registered	12/981,822	GreatCall, Inc.
EXTENDED EMERGENCY NOTIFICATION SYSTEMS AND METHODS	12/981,822 12/30/2010 20120171988 7/5/2012	8886158 11/11/2014	Registered		GreatCall, Inc.
INTELLIGENT CALL FORWARDING	14/508,980 10/7/2014 20150024726 1/22/2015	9300806 3/29/2016	Registered	13/584,157	GreatCall, Inc.
INTELLIGENT CALL FORWARDING	13/584,157 8/13/2012 20140045473 2/13/2014	8862106 10/14/2014	Registered		GreatCall, Inc.
METHOD FOR ENGAGING ISOLATED INDIVIDUALS	13/947,940 7/22/2013 20150026111 1/22/2015		Pending		GreatCall, Inc.
POWER MANAGEMENT FOR EMERGENCY COMMUNICATIONS DEVICE	14/993,941 1/12/2016 20160165538 6/9/2016		Pending	14/563,918	GreatCall, Inc.
POWER MANAGEMENT FOR EMERGENCY COMMUNICATIONS DEVICE	14/563,918 12/8/2014	9247410 1/26/2016	Registered		GreatCall, Inc.

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent Patents	Current Owner of Record
SHORT MESSAGE SERVICE CIPHER	13/149,612 5/31/2011 20120002810 1/5/2012	8571218 10/29/2013	Registered	61/350.360	GreatCall, Inc.
SHORT MESSAGE SERVICE CIPHER	13/276,225 10/18/2011 20120033814 2/9/2012	8600059 12/3/2013	Registered	13/149,612 61/350,360	GreatCall, Inc.
SYSTEMS AND METHODS FOR IDENTIFYING CALLER LOCATIONS	13/276,228 10/18/2011 20120208491 8/16/2012	8270939 9/18/2012	Registered	13/026,158	GreatCall, Inc.
SYSTEMS AND METHODS FOR IDENTIFYING CALLER LOCATIONS	13/026,158 2/11/2011 20120208490 8/16/2012	8489066 7/16/2013	Registered		GreatCall, Inc.
UNINTENTIONAL CALL DETECTION AND RESPONSE	14/684,024 4/10/2015 20150215454 7/30/2015		Pending	14/040,207	GreatCall, Inc.
UNINTENTIONAL CALL DETECTION AND RESPONSE	14/040,207 9/27/2013 20150094034 4/2/2015	9071952 6/30/2015	Registered		GreatCall, Inc.
USER INTERFACE EXTENSION FOR SIMPLIFIED COMMUNICATIONS DEVICE	14/510,011 10/8/2014 20160105557 4/14/2016		Pending		GreatCall, Inc.
USER INTERFACE FOR PORTABLE DEVICE	14/067,738 10/30/2013 20150121289 4/30/2015		Pending		GreatCall, Inc.
WIRELESS NETWORK CONNECTION MANAGEMENT	15/342,952		Pending		GreatCall, Inc.
LOW POWER SENSOR	11/361,872 2/24/2006	7248059 7/24/2007	Registered		Healthsense
METHOD AND APPARATUS FOR PROCESSING VOICE DATA	10/144,436 5/9/2002 20030212554 11/13/2003	7590534 9/15/2009	Registered		Healthsense

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent Patents	Current Owner of Record
MONITORING TASK PERFORMANCE	11/788,178 4/19/2007 20070192174 8/16/2007	8164461 4/24/2012	Registered	11/323,077	Healthsense
ACTIVITY WINDOWING	12/141,471 6/18/2008 20090315733 12/24/2009	7893843 2/22/2011	Registered		Healthsense, Inc.
ADAPTIVE HEALTHCARE SYSTEM	13/758,628 2/4/2013 20140222460 8/7/2014		Pending		Healthsense, Inc.
INSTRUMENTED MOBILITY ASSISTANCE DEVICE	11/650,361 1/5/2007 20070233403 10/4/2007	7826983 11/2/2010	Registered	PCT/US2005/24072 60/586,107	Healthsense, Inc.
METHOD AND APPARATUS FOR PROCESSING VOICE CALLS	10/666,537 9/17/2003	8184782 5/22/2012	Registered		Healthsense, Inc.
MONITORING ACTIVITY OF AN INDIVIDUAL	15/212,776 7/18/2016 20170011617 1/12/2017		Pending	14/524,717 13/324,711 11/788,178 11/323,077	Healthsense, Inc.
MONITORING ACTIVITY OF AN INDIVIDUAL	14/524,717 10/27/2014 20150179048 6/25/2015	9396646 7/19/2016	Registered	13/324,711 11/788,178 11/323,077	Healthsense, Inc.
MONITORING ACTIVITY OF AN INDIVIDUAL	13/324,711 12/13/2011 20120086573 4/12/2012	8872664 10/28/2014	Registered	11/788,178 11/323,077	Healthsense, Inc.
OCCUPANCY SENSOR	13/183,224 7/14/2011 20120011941 1/19/2012	8783114 7/22/2014	Registered	61/364,255	Healthsense, Inc.
POSITION DETECTION	12/432,565 4/29/2009 20100277309 11/4/2010	8164444 4/24/2012	Registered		Healthsense, Inc.

Title	Application No./ Filing Date Publication No./ Publication Date	Patent No./ Issue Date	Status	Priority/ Parent Patents	Current Owner of Record
REMOTE DEVICE FOR A MONITORING SYSTEM	11/488,963 7/19/2006 20070152811 7/5/2007	7701332 4/20/2010	Registered	11/323,077	Healthsense, Inc.
SENSING CIRCUIT BOARD COMMUNICATIONS MODULE ASSEMBLY	12/141,531 6/18/2008 20090315701 12/24/2009	8120480 2/21/2012	Registered		Healthsense, Inc.
SYSTEM AND PROCESS FOR NON-INVASIVE COLLECTION AND ANALYSIS OF PHYSIOLOGICAL SIGNALS	12/871,323 8/30/2010 20110087113 4/14/2011		Pending	12/168,413 10/974,027 60/514,677	Healthsense, Inc.
SYSTEM AND PROCESS FOR NON-INVASIVE COLLECTION AND ANALYSIS OF PHYSIOLOGICAL SIGNALS	12/168,413 7/7/2008 20080275314 11/6/2008	7785257 8/31/2010	Registered	10/974,027 60/514,677	Healthsense, Inc.
SYSTEM AND PROCESS FOR NON-INVASIVE COLLECTION AND ANALYSIS OF PHYSIOLOGICAL SIGNALS	10/974,027 10/27/2004 20050124864 6/9/2005	7396331 7/8/2008	Registered	60/514,677	Healthsense, Inc.
MONITORING ACTIVITY OF AN INDIVIDUAL	11/323,077 12/30/2005 20070152837 7/5/2007	7589637 9/15/2009	Registered		Healthsense.