

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5735609

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CAREGILITY CORPORATION	09/23/2019
UP TO SNUFF, LLC	09/23/2019
YORK TELECOM CORPORATION	09/23/2019
RECEIVING PARTY DATA	
Name:	STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP
Street Address:	140 EAST 45TH STREET, 37TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	62537663
Application Number:	16046374
CORRESPONDENCE DATA	
Fax Number:	(215)832-5619
<i>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.</i>	
Phone:	2155695619
Email:	pecsenye@blankrome.com
Correspondent Name:	TIMOTHY D. PECSENYE
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	154502-01005
NAME OF SUBMITTER:	TIMOTHY D. PECSENYE
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	09/24/2019
Total Attachments: 19	
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**PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT**

This Patents, Trademarks and Copyrights Security Agreement (“Agreement”) is made as of the 23rd day of September, 2019, 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 and/or obtained registrations of the patents, if any, which are necessary and material for the conduct of their business (collectively, the “Patents”); trademarks and service marks, if any, which are necessary and material for the conduct of their business (collectively, “Trademarks”); and 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 hereinafter 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: _____
Title: _____

CAREGILITY CORPORATION

By: _____
Name: _____
Title: _____


UP TO SNUFF, LLC

By: _____
Name: _____
Title: _____

[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 PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT]

S-2

**PATENT
REEL: 050478 FRAME: 0125**

SCHEDULE A

Trademark / Servicemark	Registration/ Application / Serial Number	Registration/Application Date	Owner
YORKTEL VIDEOCLOUD	4397584	September 3, 2013	York Telecom Corporation
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**	88569990	August 7, 2019	Caregility Corporation
Caregility**	88569974	August 7, 2019	Caregility Corporation

Caregility**	88570011	August 7, 2019	Caregility Corporation
Caregility**	88570020	August 7, 2019	Caregility Corporation
	88570028	August 7, 2019	Caregility Corporation
	88570030	August 7, 2019	Caregility Corporation
	88570033	August 7, 2019	Caregility Corporation
	88570040	August 7, 2019	Caregility Corporation
We Keep Communication Flowing	88570046	August 7, 2019	Caregility Corporation
We Keep Communication Flowing	88570049	August 7, 2019	Caregility Corporation
We Keep Communication Flowing	88571741	August 8, 2019	Caregility Corporation
We Keep Communication Flowing	88571746	August 8, 2019	Caregility Corporation

1. On October 17, 2018, York Telecom Corporation filed Trademark /Service Mark applications with the USPTO for “eObserver” Serial Number 88158998 and “iObserver” Serial Number 88159041. York Telecom Corporation intends to allow these applications to lapse and not pursue these registrations.
2. 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.

* License to use trademark granted to Caregility pursuant to the Reseller and Reciprocal License Agreement between Caregility and York Telecom Corporation.

**License to use trademark granted to York Telecom Corporation in connection with

providing telehealth products to the federal market pursuant to the Software Value-Added Reseller Agreement between Caregility and York Telecom Corporation.

COPYRIGHTS:


1. Copyright Registration V3469 D233 PI-3, Registration Certificate dated 5/10/01 titled *Bonding IMUX Protocol (DS), version 21.2 & 13 other titles*.
2. On August 22, 2019, York Telecom Corporation submitted for filing the recordation of assignment of Initia, Inc.'s Copyright Registration V3469 D233 PI-3, Registration Certificate dated 5/10/01 titled *Bonding IMUX Protocol (DS), version 21.2 & 13 other titles*, which was assigned as a result of the merger between York Telecom Corporation and Initia, Inc. on July 26, 2019.

PATENTS:


1. On July 27, 2017, a provisional application for a patent (Application Number 62537663 titled "Secure Teleconference Management") was filed by York Telecom Corporation.
2. On July 26, 2018, a non-provisional application for a patent (Application No. 16/046374 titled "Secure Teleconference Management") was filed by York Telecom Corporation.

Dated the date and year first written above.

YORK TELECOM CORPORATION

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

CAREGILITY CORPORATION

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

UP TO SNUFF, LLC

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

[SIGNATURE PAGE TO PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT]

PATENT
REEL: 050478 FRAME: 0129

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF MORRIS

On this day of September, 2019 before me personally appeared Ronald J. Gallego
to me known and being duly sworn, deposes and says that he / she is the Chief Executive Officer
YORK TELECOM CORPORATION, the corporation described in the foregoing Agreement;
that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by
law; that the within Agreement is the voluntary act of such corporation; and he / she desires the
same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:

DEBORAH SEGNA
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2021

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Morristown :

On this ___ day of September, 2019, before me personally appeared Ronald J. Galway to me known and being duly sworn, deposes and says that he / she is the Chief Executive Officer of CAREGILITY CORPORATION, the corporation described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:

DEBORAH SEGNAV
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2021

[NOTARY TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT]

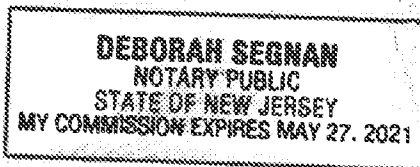
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Monmouth :

On this ___ day of September, 2019, before me personally appeared Ronald J. Galony to me known and being duly sworn, deposes and says that he / she is the Chief Executive Officer of **UP TO SNUFF, LLC**, the limited liability company described in the foregoing Agreement; that he / she signed the Agreement as such officer pursuant to the authority vested in him / her by law; that the within Agreement is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:



[NOTARY TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY
AGREEMENT]

PATENT
REEL: 050478 FRAME: 0132

POWER OF ATTORNEY

YORK TELECOM CORPORATION, a New Jersey corporation ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and between the Grantor, certain affiliates of Grantor, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement among Grantor, CAREGILITY CORPORATION, a New Jersey corporation, UP TO SNUFF, LLC, a New Jersey limited liability company, and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

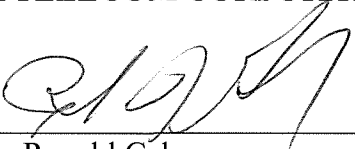
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of September, 2019.

YORK TELECOM CORPORATION

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

**[POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT]**

**PATENT
REEL: 050478 FRAME: 0133**

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Morris :

On this ___ day of September, 2019, before me personally appeared Ronald J. Gabney to me known and being duly sworn, deposes and says that he / she is Chief Executive Officer of **YORK TELECOM CORPORATION**, a New Jersey corporation, the Grantor described in the foregoing Power of Attorney; that he / she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:

DEBORAH SEGMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2021

[NOTARY TO POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND
COPYRIGHTS SECURITY AGREEMENT]

POWER OF ATTORNEY

CAREGILITY CORPORATION, a New Jersey corporation ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and among Grantor, YORK TELECOM CORPORATION, a New Jersey corporation, UP TO SNUFF, LLC, a New Jersey limited liability company, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

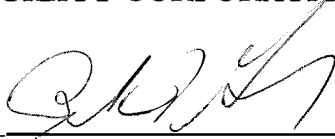
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of September, 2019.

CAREGILITY CORPORATION

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

[POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT]

PATENT
REEL: 050478 FRAME: 0135

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
County of Monmouth :

On this ___ day of September, 2019, before me personally appeared Ronald J. Goliary to me known and being duly sworn, deposes and says that he / she is the CEO of **CAREGILITY CORPORATION**, a New Jersey corporation, the Grantor described in the foregoing Power of Attorney; that he /she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:

DEBORAH SEGNAV
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2021

[NOTARY TO POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND
COPYRIGHTS SECURITY AGREEMENT]

POWER OF ATTORNEY

UP TO SNUFF, LLC ("Grantor"), hereby authorizes STAR MOUNTAIN DIVERSIFIED CREDIT INCOME FUND III, LP, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to, upon the occurrence and during the continuance of an Event of Default (as defined in the Term Loan and Security Agreement by and among Grantor, YORK TELECOM CORPORATION, a New Jersey corporation, CAREGILITY CORPORATION, a New Jersey corporation, the Grantee and each of the other financial institutions identified as Lenders therein bearing even date herewith), endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks and Copyrights Security Agreement between Grantor and Grantee dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets, as defined in the Agreement and listed on Schedule A attached thereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

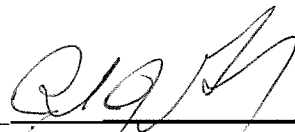
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of that certain Loan Agreement (as defined in the Agreement) bearing even date herewith among Grantee, as collateral agent, and the lenders under the Loan Agreement, and Grantor, as a borrower, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney is coupled with an interest and with full power of substitution and shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, on this ___ day of September, 2019.

UP TO SNUFF, LLC

By: 
Name: Ronald Gaboury
Title: Chief Executive Officer

**[POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND COPYRIGHTS
SECURITY AGREEMENT]**

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New Jersey : SS
COUNTY OF Monmouth :

On this ___ day of September, 2019, before me personally appeared Donald T. Galley to me known and being duly sworn, deposes and says that he / she is Chief Secretary of **UP TO SNUFF, LLC**, a New Jersey limited liability company, the Grantor described in the foregoing Power of Attorney; that he /she signed the Power of Attorney thereto as such officer pursuant to the authority vested in him / her by law; that the within Power of Attorney is the voluntary act of such corporation; and he / she desires the same to be recorded as such.

Deborah Segnan
Notary Public

My Commission Expires:

DEBORAH SEGAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 27, 2021

[NOTARY TO POWER OF ATTORNEY TO PATENTS, TRADEMARKS AND
COPYRIGHTS SECURITY AGREEMENT]