

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6205747

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SENIORLINK INCORPORATED	07/17/2020
RECEIVING PARTY DATA	
Name:	CRESCENT AGENCY SERVICES LLC
Street Address:	11100 SANTA MONICA BLVD.
Internal Address:	SUITE 2000
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14166374
Application Number:	15935673
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
<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:	2129061216
Email:	angela.amaru@lw.com
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1:	885 THIRD AVENUE
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	065093-0004
NAME OF SUBMITTER:	ANGELA M. AMARU
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/17/2020
Total Attachments: 5	
source=Project Cura - Patent Short Form Security Agreement (Executed)_(70016355_1)#page1.tif	
source=Project Cura - Patent Short Form Security Agreement (Executed)_(70016355_1)#page2.tif	
source=Project Cura - Patent Short Form Security Agreement (Executed)_(70016355_1)#page3.tif	
source=Project Cura - Patent Short Form Security Agreement (Executed)_(70016355_1)#page4.tif	

PATENT SECURITY AGREEMENT dated as of July 17, 2020 (this “**Agreement**”), between SENIORLINK INCORPORATED, a Delaware corporation (the “**Grantor**”) and CRESCENT AGENCY SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of July 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among SL MERGER SUB, INC, a Delaware corporation (“**Merger Sub**” or the “**Initial Borrower**”), SENIORLINK INCORPORATED, a Delaware corporation (the “**Company**” or the “**Borrower**”), which, upon and immediately following the consummation of the Acquisition, shall succeed to all rights and obligations of the Initial Borrower under the Credit Agreement and the other Loan Documents, SL BUYER CO., INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of July 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Initial Borrower, the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 applicable Security Agreement. The rules of construction specified in Section 1.01 of the applicable Security 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 its Secured Obligations, the Grantor, hereby grants to the Agent, its successors and assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Patent Collateral**”): (i) all of the Patents owned by such Grantor and constituting Collateral including, without limitation, those listed on Schedule I hereto, (ii) all reissues, extensions, divisionals, continuations and continuations-in-part of any of the foregoing, and (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement of any Patent including, without limitation, those listed on Schedule I hereto.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent

pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Patent Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Patent Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Patent Collateral granted herein.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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.

SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

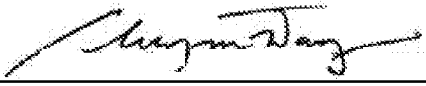
[Remainder of this page intentionally blank]

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

SENIORLINK INCORPORATED


By: Tom Boelsen
Name: Tom Boelsen
Title: Vice President, Chief Financial Officer and
Treasurer

CRESCENT AGENCY SERVICES LLC,
as Agent

By: _____

Name: Chris Wang

Title: Managing Director

By: _____

Name: Yev Kuznetsov

Title: Managing Director

Schedule I

United States Patents

TITLE	APPLICATION NUMBER	APPLICATION DATE	CURRENT OWNER OF RECORD
Rules-based system for care management	14/166,374	28-Jan-2014	Seniorlink Incorporated
Methods and systems for a bimodal auto- response mechanism for messaging applications	15/935,673	26-Mar-2018	Seniorlink Incorporated