

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM471125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERACTIVECARE, LLC		03/31/2018	Limited Liability Company: DELAWARE
CAPTIONCALL, LLC		03/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87648451	CAPTIONCALL LIFE IS CALLING	
Serial Number:	87648506	CAPTIONCALL LIFE IS CALLING	
Serial Number:	87830795	CAPTIONCALL REACH	
Serial Number:	87288104	INTERACTIVECARE	
Serial Number:	87288074	I INTERACTIVECARE	
Serial Number:	87288018	I	
Serial Number:	87390326	CAPTIONCALL	
Serial Number:	87740871	CAPTIONCALL	
CORRESPONDENCE DATA			
Fax Number:	2128721022		
<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:	212-872-7455		
Email:	chely@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Charlie Hely		
Address Line 1:	One Bryant Park		
Address Line 4:	New York, NEW YORK 10036		

CH \$215.00 87648451

NAME OF SUBMITTER:	Kwan Koehler
SIGNATURE:	/Kwan Koehler/
DATE SIGNED:	04/24/2018
Total Attachments: 8 source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page1.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page2.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page3.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page4.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page5.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page6.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page7.tif source=Sorenson - Senior 1L Trademark Security Agreement (executed 3.31.18)#page8.tif	

**SENIOR FIRST LIEN TRADEMARK SECURITY
AGREEMENT**

This **SENIOR FIRST LIEN TRADEMARK SECURITY AGREEMENT**, dated as of March 31, 2018 (as amended, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by the signatories hereto (the “**Grantors**”) in favor of JPMorgan Chase Bank, N.A., as collateral agent for the holders of the Senior First Lien Obligations (in such capacity as collateral agent and together with its permitted successors and assigns, the “**Collateral Agent**”).

WHEREAS, reference is made to that certain First Lien Credit and Guaranty Agreement, dated as of April 30, 2014 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among **SORENSEN COMMUNICATIONS, LLC** (f/k/a Sorenson Communications, Inc.), a Utah limited liability company (along with its permitted successors and assigns, the “**Borrower**”), **SCI HOLDINGS, LLC**, a Delaware limited liability company (along with its permitted successors and assigns, “**Holdings**”), and **CERTAIN RESTRICTED SUBSIDIARIES OF HOLDINGS**, as Guarantors, the Lenders party thereto from time to time, **JPMORGAN CHASE BANK, N.A.**, as Administrative Agent (together with its permitted successors in such capacity, “**Administrative Agent**”) and Collateral Agent, and the other parties thereto;

WHEREAS, in order to secure the Secured Obligations under the Credit Agreement, the Grantors shall have executed and delivered a pledge supplement to that certain Senior First Lien Pledge and Security Agreement, dated as of April 30, 2014, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “**Pledge and Security Agreement**”); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Pledge and Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. (a) Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following owned by such Grantor, in each case whether now owned or existing or hereafter acquired or arising and wherever located (the “**Trademark Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations: all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations, and applications for any of the

foregoing, including, but not limited to: (A) the registrations and applications referred to in Schedule 1 attached hereto (as such schedule may be amended or supplemented from time to time), (B) all extensions or renewals of any of the foregoing, (C) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (D) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (E) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

(b) Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted hereunder attach to any Excluded Property or any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (including by telecopy), 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 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Conflict Provision. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Trademark Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement, respectively, shall govern.

SECTION 7. Termination and Release. This Trademark Security Agreement shall automatically terminate and the lien on and security interest in the Trademark Collateral shall be automatically released upon the payment and performance in full of the Secured Obligations (other than any outstanding indemnification obligations) in accordance with Sections 8.4 and 9 of the Pledge and Security Agreement. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall, at Grantors’ expense, execute and deliver all documents, or otherwise authorize the filing of such documents to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein as Grantors shall reasonably request, in each case in form and substance reasonably acceptable to the Collateral Agent.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.


INTERACTIVECARE, LLC, as Grantor

By: *Reed E Steiner*
Name: Reed E Steiner
Title: CFO

CAPTIONCALL, LLC, as Grantor

By: *Reed E Steiner*
Name: Reed E Steiner
Title: CFO

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

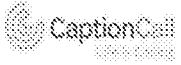

By: 
Name: _____
Title: **Matthew Cheung**
Vice President

[Signature Page – Senior First Lien Trademark Security Agreement]

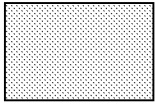
TRADEMARK
REEL: 006320 FRAME: 0270

Schedule 1



CAPTIONCALL, LLC U.S. TRADEMARKS APPLICATIONS:

MB Trademark Reference	Mark Name	Country	Status	Application/Reg Number	Filed Date	International Classes	Mark Image
C2412.81981US01	CAPTIONCALL LOGO 1	United States of America	Application	87/648,451	2017-10-17	9,38	
C2412.81982US01	CAPTIONCALL LOGO 2	United States of America	Application	87/648,506	2017-10-17	9,38	
C2412.82070US01	CAPTIONCALL REACH	United States of America	Application	87/830,795	2018-03-12	9	


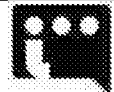
CAPTIONCALL, LLC TRADEMARKS APPLICATIONS (CHINA):

MB Trademark Reference	Mark Name	Country	Status	Application/Reg Number	Filed Date	International Classes	Mark Image
C2412.81621CN01	CAPTIONCALL	China	Application	25057934	2017-06-29	9,38	
C2412.81622CN01	SPIRAL LOGO	China	Application	25057937	2017-06-29	9,38	
C2412.81623CN01	LIFE IS CALLING	China	Application	25057935	2017-06-29	9,38	
C2412.81627CN01	SILKSCROLL	China	Application	25057936	2017-06-29	9	

INTERACTIVECARE, LLC U.S. TRADEMARKS APPLICATIONS:

MB Ref.	Mark Name	Country	Status	Application Number	Filed Date	International Classes	Mark Image
I2909.81638US01	INTERACTIVECARE	United States of America	Scheduled for publication soon	87/288,104	2017-01-03	38,42	
I2909.81639US01	INTERACTIVECARE & LOGO	United States of America	Statement of Use Accepted 03.06.2018	87/288,074	2017-01-03	38,42	
I2909.81641US01	I LOGO	United States of America	Statement of Use Accepted 03.06.2018	87/288,018	2017-01-03	38,42	

INTERACTIVECARE, LLC TRADEMARKS APPLICATIONS (CANADA):

MB Ref.	Mark Name	Country	Status	Application Number	Filed Date	International Classes	Mark Image
I2909.81639CA01	INTERACTIVECARE & LOGO	Canada	Application	1844877	2017-06-28	38,42	
I2909.81641CA01	I LOGO	Canada	Application	1844879	2017-06-28	38,42	

CAPTIONCALL, LLC U.S. TRADEMARKS:

MB Trademark Reference	Mark Name	Country	Status	Application/Reg Number	Filed Date	International Classes	Mark Image
C2412.81621 US03	CAPTIONCALL	United States of America	Published	87/390,326	2017-03-29	38	
C2412.81621 US04	CAPTIONCALL	United States of America	Published	87/740,871	2018-01-02	9	