

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Connect America.Com, LLC		06/29/2018	Limited Liability Company: DELAWARE
Home Buddy, LLC		06/29/2018	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon, as Collateral Agent		
Street Address:	101 Barclay Street, Floor 7E		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4877074	ANYWHERE HELP	
Registration Number:	5336279	CAREGIVER365	
Registration Number:	5162480	ALERT365	
Registration Number:	3397744	CONNECT AMERICA	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6262.017		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		

OP \$115.00 4877074

DATE SIGNED:	06/29/2018
Total Attachments: 5 source=Connect TM#page1.tif source=Connect TM#page2.tif source=Connect TM#page3.tif source=Connect TM#page4.tif source=Connect TM#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of June 29, 2018, by CONNECT AMERICA.COM, LLC, a Delaware limited liability company ("Issuer"), and HOME BUDDY, LLC, a Kansas limited liability company ("Home Buddy" and together with Issuer, each, a "Grantor" and collectively, the "Grantors"), in favor of THE BANK OF NEW YORK MELLON, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture, dated as of June 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Indenture"), by and among Issuer, the other Notes Parties party thereto, THE BANK OF NEW YORK MELLON, as trustee (in such capacity, "Trustee") and calculation agent, the Collateral Agent, and the Persons signatory thereto from time to time as purchasers (the "Purchasers"), the Purchasers have agreed to purchase Notes and make other financial accommodations to Issuer;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of June 29, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among Grantors, the other grantors party thereto from time to time and Collateral Agent, as security for all Secured Obligations, Grantors granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantors, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof; provided, however, that the foregoing grant of security interest will not cover any pending United States "intent-to-use" trademark applications for which a verified statement of use or an amendment to allege use has not yet been filed with and accepted by the United States Patent and Trademark Office.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions.


[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONNECT AMERICA.COM, LLC, as Grantor

By: 
Name: David Cautin
Title: Chief Executive Officer

HOME BUDDY, LLC, as Grantor

By: 
Name: David Cautin
Title: Chief Executive Officer

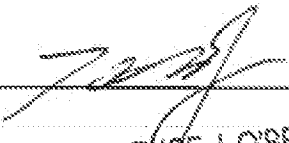
ACCEPTED AND ACKNOWLEDGED BY:

THE BANK OF NEW YORK MELLON, as Collateral
Agent

By: _____

Name: _____

Title: _____



LAURENCE J. O'BRIEN
VICE PRESIDENT

Schedule A to Trademark Security Agreement

Registered Trademarks

GRANTOR	TRADEMARK	FEDERAL REGISTRATION NUMBER	REGISTRATION DATE
HOME BUDDY, LLC	ANYWHERE HELP	4877074	12/29/15
CONNECT AMERICA.COM, LLC	CAREGIVER365	5336279	11/14/17
CONNECT AMERICA.COM, LLC	ALERT365	5162480	3/14/17
CONNECT AMERICA.COM, LLC	CONNECT AMERICA	3397744	3/18/08