

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368001

| | | | |
|---|----------------------------------|------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Therapy Support, Inc. | | 01/05/2016 | CORPORATION: MISSOURI |
| RECEIVING PARTY DATA | | | |
| Name: | Ally Bank | | |
| Street Address: | 300 Park Avenue, 4th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Private Bank: UTAH | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4229308 | EQUIPPING YOU FOR LIFE | |
| Registration Number: | 4055444 | THERAPY SUPPORT | |
| Registration Number: | 2978748 | THERA-HEAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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> | | | |
| Email: | Michael.Violet@wolterskluwer.com | | |
| Correspondent Name: | Michael Violet | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Jenny Lee | | |
| SIGNATURE: | /Jenny Lee/ | | |
| DATE SIGNED: | 01/05/2016 | | |
| Total Attachments: 6 | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Therapy Support, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Missouri
 Other _____

Citizenship (see guidelines) Missouri

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 5, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Ally Bank

Internal Address: _____

Address: _____

Street Address: 300 Park Avenue, 4th Floor

City: New York

State: New York

Country: USA Zip: 10022

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Private Bank Citizenship Utah

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule I attached to the Trademark Security Agreement

B. Trademark Registration No.(s)

See Schedule I to the attached Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Chapman and Cutler LLP

Internal Address: Attn: Jenny Lee

Street Address: 1270 Avenue of the Americas, 30th Floor

City: New York

State: New York Zip: 10020

Phone Number: (212) 655-2553

Fax Number: (212) 655-3353

Email Address: jennylee@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

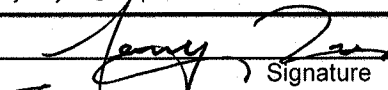
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 Signature

1/5/16

Date

Jenny Lee
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 5, 2016, is made by **THERAPY SUPPORT, INC.** ("TSI", together with each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a "Grantor" and collectively, the "Grantors"), in favor of **ALLY BANK** ("Ally"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of July 14, 2015 (as amended, restated or supplemented from time to time, the "Loan Agreement"), by and among **NATIONAL HME, INC.**, a Texas corporation ("Borrower"), the Guarantors from time to time party thereto (collectively with Borrower, the "Loan Parties"), the Lenders from time to time party thereto and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

WHEREAS, the Loan Parties, TSI, Ally, for itself as a Lender and as Agent, and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as a Lender, and **MIDCAP FUNDING IX TRUST**, a Delaware statutory trust, as a Lender, have entered into that certain First Amendment to Loan and Security Agreement dated as of even date herewith (as amended, restated or supplemented from time to time, the "First Amendment").

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and First Amendment and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement or First Amendment, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby

acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow]

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.

THERAPY SUPPORT, INC. as Grantor

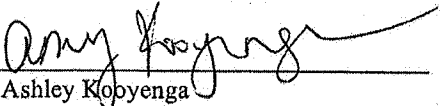
By 
Name William Monast
Title Chief Executive Officer and President

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005702 FRAME: 0615

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By 
Name: Ashley Kooyenga
Title: Authorized Signatory

SIGNATURE PAGE
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005702 FRAME: 0616

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

| Title | Owner | Registered Jurisdiction | Registration Date | Registration Number |
|------------------------|-----------------------|-------------------------|-------------------|---------------------|
| EQUIPPING YOU FOR LIFE | Therapy Support, Inc. | US | October 23, 2012 | 4229308 |
| THERAPY SUPPORT | Therapy Support, Inc. | US | November 15, 2011 | 4055444 |
| THEREA-HEAL | Therapy Support, Inc. | US | July 26, 2005 | 2978748 |

2. TRADEMARK APPLICATIONS

None.