

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411440

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INVO HEALTHCARE ASSOCIATES, LLC		12/23/2016	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TWIN BROOK CAPITAL PARTNERS, LLC, AS AGENT		
<b>Street Address:</b>	300 South Wacker Drive, Suite 3500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3564540	INVO HEALTHCARE ASSOCIATES	
<b>Registration Number:</b>	3553901	INVO HEALTHCARE ASSOCIATES....HELPING KI	
<b>Registration Number:</b>	3553905	...HELPING KIDS BE KIDS	
<b>Registration Number:</b>	3515396	INV HEALTHCARE ASSOCIATES	
<b>Serial Number:</b>	87272809	INVO FAMILY OF COMPANIES	
<b>Serial Number:</b>	87272828	INVO HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<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>			
<b>Phone:</b>	3125778265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic C/O Katten		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	386565-39		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		
<b>SIGNATURE:</b>	/Kristin Brozovic/		
<b>DATE SIGNED:</b>	01/06/2017		

CH \$165.00 3564540

**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 23<sup>rd</sup> day of December, 2016 by **INVO HEALTHCARE ASSOCIATES, LLC**, a Pennsylvania limited liability company (“**Grantor**”), in favor of **TWIN BROOK CAPITAL PARTNERS, LLC**, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

**W I T N E S S E T H**

WHEREAS, Grantor, the other Borrowers party thereto, the financial institutions party thereto from time to time as Lenders, and Grantee have entered into a certain Credit Agreement dated as of December 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of December 23, 2016, by and among Grantee, Grantor and certain Affiliates of Grantor (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and the Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising (to the extent not constituting Excluded Property):

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or

dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

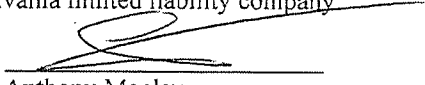
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Trademark Security Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

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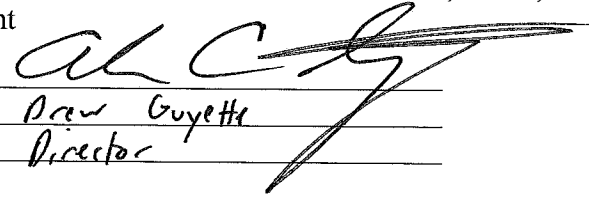
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

INVO HEALTHCARE ASSOCIATES, LLC, a  
Pennsylvania limited liability company

By:   
Name: Anthony Manley  
Its: President and Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above:

**TWIN BROOK CAPITAL PARTNERS, LLC,**  
as Agent

By:   
Name: Drew Guyette  
Title: Director

**SCHEDULE A**

**Trademark Registrations**

Title	Registration No.	Registration Date
INVO HEALTHCARE ASSOCIATES	3564540	1/20/09
INVO HEALTHCARE ASSOCIATES...HELPING KIDS BE KIDS	3553901	12/30/08
...HELPING KIDS BE KIDS	3553905	12/30/08
INVO HEALTHCARE ASSOCIATES	3515396	10/14/08

**Trademark Applications**

Grantor	Mark	App. No.	Filing Date
Invo HealthCare Associates, LLC		87/272,809	December 19, 2016
Invo HealthCare Associates, LLC		87/272,828	December 19, 2016