

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421248

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	REAFFIRMATION OF AND FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROSE OF TEXAS HOSPICE OF HOUSTON, LLC		03/10/2017	Limited Liability Company: TEXAS
CIMA HEALTHCARE L.P.		03/10/2017	Limited Partnership: TEXAS
CARECYCLE SOLUTIONS, LLC		03/10/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK, N.A., as administrative agent		
<b>Street Address:</b>	11 West 42nd Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4165663	ROSE OF TEXAS HOSPICE	
<b>Registration Number:</b>	4032770	CARECYCLE SOLUTIONS	
<b>Serial Number:</b>	86617348	CARECYCLE	
<b>Serial Number:</b>	86595800	CARECYCLE HOME HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	37832000091		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		

CH \$115.00 4165663

<b>DATE SIGNED:</b>	03/27/2017
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**Total Attachments: 5**

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**REAFFIRMATION OF AND FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT**

THIS REAFFIRMATION OF AND FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is entered into as of the 10th day of March, 2017 by and among the parties identified as the "Existing Grantors" on the signature pages hereto, the parties identified as the "New Grantors" on the signature pages hereto (the Existing Grantors and the New Grantors hereinafter collectively referred to as the "Grantors"), and CIT BANK, N.A., in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the holders of the Obligations.

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

WHEREAS, Existing Grantors previously entered into that certain Second Amended and Restated Credit and Guaranty Agreement dated as of August 9, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, including, but not limited to, by the Joinder (as defined below), the "Loan Agreement"), by and among the Existing Grantors, certain other Borrowers party thereto, the Guarantors party thereto, Administrative Agent, and certain other Lenders from time to time a party thereto, pursuant to which the Lenders have made certain loans, advances and other financial accommodations (collectively, the "Loans") to the Borrowers;

WHEREAS, in connection with the Loan Agreement, the Existing Grantors entered into that certain Trademark Security Agreement dated as of August 9, 2016 in favor of Administrative Agent (the "Agreement");

WHEREAS, the New Grantors, pursuant to the terms of that certain Joinder Agreement No. 1 to Second Amended and Restated Credit and Guaranty Agreement of even date herewith by and among the Grantors, the Guarantors, Administrative Agent and the Lenders (the "Joinder"), the New Grantors are becoming Borrowers under the Loan Agreement;

WHEREAS, a condition to the Administrative Agent and the Lenders agreeing to enter into the Joinder and to the Lenders continuing to make the Loans and other financial accommodations to the Borrowers, Administrative Agent has required the Grantors to hereby amend the Agreement pursuant to this Amendment such that the Agreement serves as security for repayment of all of the Loans as well as any and all other amounts owed to any of the Lenders by any of the Loan Parties under the terms of the Loan Agreement or any other original or amended loan document from time to time executed in connection therewith (collectively, the "Loan Documents").

NOW THEREFORE, in consideration of the recitals, which are hereby incorporated herein by this reference as if fully set forth below, the Administrative Agent's and the Lenders' agreement to modify the terms of the Loan Documents, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement to the

extent not inconsistent with this Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in paragraph 2 below, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendments of the Agreement. The Agreement is hereby amended to provide that any and all references to the term “Grantors” in the Agreement shall be deemed to refer to the Grantors under and as defined in this Amendment. Schedule 1 to the Agreement is hereby supplemented to include Schedule 1 attached hereto.

3. Representations and Warranties. The representations and warranties set forth in the Agreement shall be deemed remade and affirmed as of the date hereof by Grantors.

4. Acknowledgment and Reaffirmation of the Validity and Enforceability of the Agreement. Grantors expressly acknowledge and agree that the Agreement constitutes the legal, valid and binding obligation of each Grantor enforceable in accordance with its terms by Administrative Agent against such Grantor and each Grantor expressly reaffirms its obligations under the Agreement (as amended by this Amendment). Each Grantor further expressly acknowledges and agrees that the Administrative Agent has a valid, duly perfected, first priority and fully enforceable security interest in and lien against the Collateral. Pledgor agrees that it shall not dispute the validity or enforceability of the Agreement or any of the other loan documents or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Administrative Agent’s security interest in or lien against any item of Collateral, in any judicial, administrative or other proceeding.

5. Effectuation. The amendments to the Agreement contemplated by this Amendment shall be deemed effective immediately upon the full execution of this Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Amendment.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

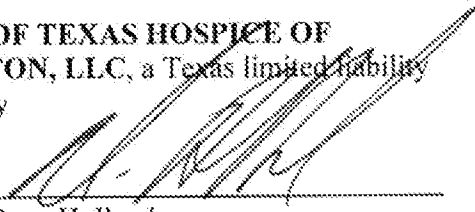
**[SIGNATURE PAGE FOLLOWS]**

*(Signature Page to Reaffirmation of and First Amendment to Trademark Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Trademark Security Agreement as of the date first above written.

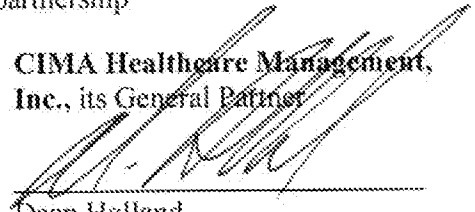
**EXISTING GRANTORS:**

**ROSE OF TEXAS HOSPIECE OF HOUSTON, LLC**, a Texas limited liability company

By:   
Name: Dean Holland  
Its: President

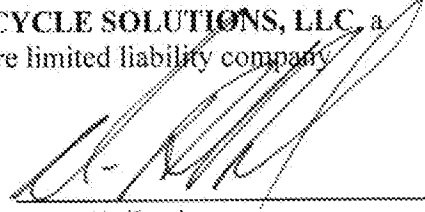
**CIMA HEALTHCARE L.P.**, a Texas limited partnership

By: **CIMA Healthcare Management, Inc.**, its General Partner

By:   
Name: Dean Holland  
Its: President

**NEW GRANTORS:**

**CARECYCLE SOLUTIONS, LLC**, a Delaware limited liability company

By:   
Name: Dean Holland  
Its: President

ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

**CIT BANK, N.A.**, as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Signature Page to Reaffirmation of and First Amendment to Trademark Security Agreement)*

IN WITNESS WHEREOF, the parties hereto have duly executed this Reaffirmation of and First Amendment to Trademark Security Agreement as of the date first above written.

**EXISTING GRANTORS:**

**ROSE OF TEXAS HOSPICE OF HOUSTON, LLC**, a Texas limited liability company

By: \_\_\_\_\_  
Name: Dean Holland  
Its: President

**CIMA HEALTHCARE L.P.**, a Texas limited partnership

By: **CIMA Healthcare Management, Inc.**, its General Partner

By: \_\_\_\_\_  
Name: Dean Holland  
Its: President

**NEW GRANTORS:**

**CARECYCLE SOLUTIONS, LLC**, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Dean Holland  
Its: President

ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

**CIT BANK, N.A.**, as Administrative Agent

By: \_\_\_\_\_  
Name: KAI LEANG  
Title: VP

**SCHEDULE 1**

**TRADEMARKS**

<b>Name of Owner</b>	<b>Trademark</b>	<b>Trademark Registration Number</b>	<b>Trademark Serial Number</b>	<b>Trademark Office</b>
<b>Rose of Texas of Houston, LLC</b>	"Rose of Texas Hospice"	4,165,663	85/299,183	U.S. Patent & Trademark Office
<b>CIMA Healthcare, LP</b>	"CIMA"	800662588	N/A	Texas Secretary of State
<b>CIMA Healthcare, LP</b>	"CIMA Hospice"	800662590	N/A	Texas Secretary of State
<b>CIMA Healthcare, LP</b>	"CIMA Hospice"	800662612	N/A	Texas Secretary of State
<b>Carecycle Solutions, LLC</b>	"Carecycle Solutions"	4,032,770	85/191,889	U.S. Patent & Trademark Office
<b>Carecycle Solutions, LLC</b>	"Carecycle"	(Applicant No.) 86/617,348	N/A	Application with the U.S. Patent & Trademark Office
<b>Carecycle Solutions, LLC</b>	"Carecycle Home Health"	(Applicant No.) 86/595,800	N/A	Application with the U.S. Patent & Trademark Office