

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421845

<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>
ACCENTCARE, INC.		03/31/2017	Corporation: DELAWARE
STA-HOME HEALTH & HOSPICE, INC.		03/31/2017	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HEALTHCARE FINANCIAL SOLUTIONS, LLC, (as successor-in-interest to General Electric Capital Corporation), AS AGENT		
<b>Street Address:</b>	2 BETHESDA METRO CENTER, SUITE 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5045235	ACCENTCARE	
<b>Serial Number:</b>	86852364	STA-HOME	
<b>Serial Number:</b>	86107166		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		
<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>	4045723408		
<b>Email:</b>	mramic@kslaw.com		
<b>Correspondent Name:</b>	Mia Ramic King and Spalding		
<b>Address Line 1:</b>	1180 Peachtree Street NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>ATTORNEY DOCKET NUMBER:</b>	24046.015053		
<b>NAME OF SUBMITTER:</b>	/s/ Mia Ramic		
<b>SIGNATURE:</b>	/s/ Mia Ramic		
<b>DATE SIGNED:</b>	03/31/2017		
<b>Total Attachments: 5</b>			

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source=Trademark Security Agreement (AccentCare 2017) (Execution Version)#page5.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2017, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of September 3, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among the Borrower, Holdings, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and the Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), to grant liens on and security interests in certain property of such Grantor to secure the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties 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 U.S. Trademarks (excluding “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed, but only until such statement or amendment is filed), including, without limitation, those Trademarks referred to on Schedule 1 hereto;

(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.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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.

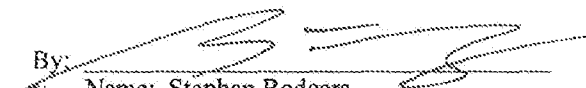
5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. Governing Law. This Trademark Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACCENTCARE, INC.,  
as Grantor

By:   
Name: Stephan Rodgers  
Title: Chief Executive Officer and President

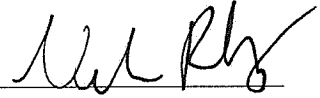
STA-HOME HEALTH & HOSPICE, INC.,  
as Grantor

By:   
Name: Stephan Rodgers  
Title: President

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

ACCEPTED AND AGREED as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC  
as Agent

By: 


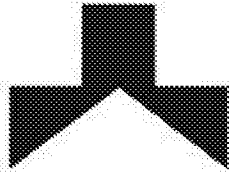
Name:

Title:

Neha Rodriguez Duly Authorized Signatory
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SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

	Owner	Mark/Name	Status: Application No./ Registration No.	Application Date/ Registration Date	Jurisdiction
1.	AccentCare, Inc.		5045235	September 20, 2016	USA
2.	Sta-Home Health & Hospice, Inc.	STA-HOME	86852364	December 17, 2015	USA
3.	Sta-Home Health & Hospice, Inc.		86107166	October 31, 2013	USA