

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM422061

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccentCare, Inc.		03/31/2017	Corporation: DELAWARE
Sta-Home Health & Hospice, Inc.		03/31/2017	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	50 Kennedy Plaza, 9th Floor		
City:	Providence		
State/Country:	RHODE ISLAND		
Postal Code:	02903		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5045235	ACCENTCARE	
Registration Number:	5144475	STA-HOME	
Registration Number:	4551366		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	25240 / 002		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	04/03/2017		
Total Attachments: 5			

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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 BSP Agency, 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 that certain Second Lien Credit Agreement, dated as of September 3, 2015 (as amended by that certain First Amendment to Second Lien Credit Agreement, dated as of March 3, 2016 and that certain Second Amendment to Second Lien Credit Agreement, dated as of March 30, 2017, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among AccentCare, Inc., a Delaware corporation (the “*Borrower*”), Pluto Acquisition I, Inc., a Delaware corporation (“*Holdings*”), the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time and the Agent, the Lenders 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 that certain Second Lien Guaranty and Security Agreement, dated as of September 3, 2015, in favor of the Agent (and as such agreement may be amended, restated, amended and 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 and the Agent to enter into the Credit Agreement and to induce the Lenders 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 Second Lien Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BSP AGENCY, LLC,
as Agent


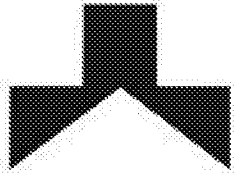
By: 
Name: Bryan Martoken
Title: Authorized Signer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006025 FRAME: 0430

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.		5,045,235	September 20, 2016	USA
2.	Sta-Home Health & Hospice, Inc.	STA-HOME	5,144,475	February 21, 2017	USA
3.	Sta-Home Health & Hospice, Inc.		4,551,366	June 17, 2014	USA