

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443988

<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>
WELCOV HEALTHCARE, LLC		09/21/2017	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
<b>Internal Address:</b>	7255 WOODMONT AVENUE, SUITE 200		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4506651	WELCOV	
<b>Registration Number:</b>	4978510	THE WELSTONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	kansley@stradley.com		
<b>Correspondent Name:</b>	Kareem Ansley		
<b>Address Line 1:</b>	Stradley Ronon		
<b>Address Line 2:</b>	100 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	186687-0086		
<b>NAME OF SUBMITTER:</b>	Kareem Ansley		
<b>SIGNATURE:</b>	/Kareem Ansley/		
<b>DATE SIGNED:</b>	09/21/2017		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 21st day of September, 2017, by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, having an address at 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, its successors and assigns, as a lender and as agent (in such capacity as agent, together with its successors and assigns, “**Agent**”) and **WELCOV HEALTHCARE, LLC**, an Arizona limited liability company (“**Grantor**”).

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, the Lenders, Grantor, and the other Credit Parties party thereto, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to the Credit Parties, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Trademarks (as such term is described below) to secure the Obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Trademarks**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, extensions, renewals and extensions of any of the Trademarks; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Transaction Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

4420 Valley View Road, #201

Edina, MN 55424

Attn: Thomas Boerboom

**WELCOV HEALTHCARE, LLC**

By: 

Name: Thomas Boerboom

Title: President

**AGENT:**

Address of Agent:

c/o MidCap Financial Services, LLC as servicer

7255 Woodmont Avenue, Suite 200

Bethesda, Maryland 20814

Attn: Portfolio Management – Welcov HUD  
Transaction

**MIDCAP FINANCIAL TRUST**, a Delaware  
statutory trust

By: Apollo Capital Management, L.P., its  
investment manager

By: Apollo Capital Management GP, LLC, its  
general partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**WELCOV HEALTHCARE, LLC**

4420 Valley View Road, #201

Edina, MN 55424

Attn: Thomas Boerboom

By: \_\_\_\_\_

Name: Thomas Boerboom

Title: President

**AGENT:**

Address of Agent:

**MIDCAP FINANCIAL TRUST**, a Delaware statutory trust

c/o MidCap Financial Services, LLC as servicer

7255 Woodmont Avenue, Suite 200

Bethesda, Maryland 20814

Attn: Portfolio Management --- Welcov HUD Transaction

By: Apollo Capital Management, L.P., its investment manager

By: Apollo Capital Management GP, LLC, its general partner

By: \_\_\_\_\_

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Welcov	4506651	April 1, 2014
The Welstone	4978510	June 14, 2016