

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRISTOL HOSPICE, L.L.C.		11/30/2017	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIGHTWOOD LOAN SERVICES LLC		
<b>Street Address:</b>	810 Seventh Avenue		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4418269	THE PLACE OF THE BRIDGE	
<b>Registration Number:</b>	4425107	B	
<b>Registration Number:</b>	4425108	BRISTOL HOSPICE	
<b>Registration Number:</b>	4425109	BRISTOL HOMECARE	
<b>Registration Number:</b>	4425110	EMBRACING A REVERENCE FOR LIFE	
<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>Phone:</b>	2122942684		
<b>Email:</b>	trademarkny@winston.com		
<b>Correspondent Name:</b>	Lauryn E. May		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	086229/28		
<b>NAME OF SUBMITTER:</b>	Lauryn May		
<b>SIGNATURE:</b>	/Lauryn May by trademarkny/		
<b>DATE SIGNED:</b>	12/01/2017		

CH \$140.00 4418269

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “*Trademark Security Agreement*”), dated as of November 30, 2017, is made by BRISTOL HOSPICE, L.L.C., a Utah limited liability company (the “*Grantor*”), in favor of BRIGHTWOOD LOAN SERVICES LLC, a Delaware limited liability company (“*Brightwood*”), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the “*Administrative Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, Bristol Hospice Topco, Inc., a Delaware corporation (“*Holdings*”), Bristol Hospice Holdings, Inc., a Delaware corporation (“*Bristol Hospice*”), the Grantor (together with Bristol Hospice and any other Person who, from time to time, becomes a borrower party thereto, referred to therein both individually and collectively as “*Borrower*”), any Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 5.9 of the Credit Agreement (as defined below) (such Persons, together with Holdings, the “*Guarantors*”, and, together with Borrower, collectively, the “*Loan Parties*” and each a “*Loan Party*”), the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and the Administrative Agent have entered into a Credit Agreement, dated as of November 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”); and

WHEREAS, the Grantor is party to that certain Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages and pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those 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 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. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 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 Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

Section 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties thereto on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Any signature page delivered by telecopy machine or transmitted electronically in Portable Document Format ("*.pdf*") shall be valid and binding to the same extent as an original signature page.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. In addition, the provisions of Sections 8.7, 8.8, 8.11, and 8.12 of the Guaranty and Security Agreement are hereby incorporated herein by reference, *mutatis mutandis*, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

**BRISTOL HOSPICE, L.L.C., as Grantor**

By: 

Name: John Garbarino

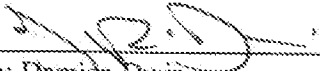
Title: Secretary and Treasurer

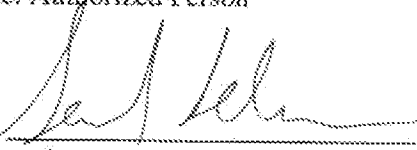
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006217 FRAME: 0676**


ACCEPTED AND AGREED:

**BRIGHTWOOD LOAN SERVICES LLC,**  
as Administrative Agent

By:   
Name: Damien Dwin  
Title: Authorized Person

By:   
Name: Sengal Selassie  
Title: Authorized Person

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

NAME OF GRANTOR	TRADEMARK	REG. #	REG. DATE	APP. #	APP. DATE	STATUS
Bristol Hospice, L.L.C.	THE PLACE OF THE BRIDGE	4,418,269	10/15/2013	85/871,480	03/08/2013	Registered
Bristol Hospice, L.L.C.		4,425,107	10/29/2013	85/871,377	03/08/2013	Registered
Bristol Hospice, L.L.C.	BRISTOL HOSPICE	4,425,108	10/29/2013	85/871,427	03/08/2013	Registered
Bristol Hospice, L.L.C.	BRISTOL HOMECARE	4,425,109	10/29/2013	85/871,441	03/08/2013	Registered
Bristol Hospice, L.L.C.	EMBRACING A REVERENCE FOR LIFE	4,425,110	10/29/2013	85/871,461	03/08/2013	Registered