

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sprenger Enterprises, Inc.		01/26/2018	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	The Huntington National Bank, as Agent		
Street Address:	106 S. Main Street		
Internal Address:	2nd Floor		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44053		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87592707	SPRENGER	
Serial Number:	87592727	S SPRENGER HEALTH CARE SYSTEMS	
Serial Number:	87592740	S SPRENGER RETIREMENT CENTERS	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	35933-5		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	01/29/2018		
Total Attachments: 6			

OP \$90.00 87592707

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CONFIRMATION OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of the 26th day of January, 2018 by SPRENGER ENTERPRISES, INC., an Ohio corporation ("Pledgor"), in favor of THE HUNTINGTON NATIONAL BANK, as administrative agent for and on behalf of the Lenders, as defined in the Credit Agreement, as defined below ("Agent").

WHEREAS, Pledgor, the other Credit Parties (as defined in the Credit Agreement), Lenders, and Agent entered into that certain Credit and Security Agreement dated as of December 14, 2012 (as amended or otherwise modified, the "Original Credit Agreement"), which Original Credit Agreement was amended and restated by that certain Amended and Restated Credit and Security Agreement dated as of June 13, 2016 (the "Restated Credit Agreement"), which was further amended and restated by that certain Second Amended and Restated Credit and Security Agreement dated as of September 30, 2016 (as amended or otherwise modified, the "Second Restated Credit Agreement" and, together with the Original Credit Agreement and the Restated Credit Agreement, collectively, the "Existing Credit Agreement");

WHEREAS, contemporaneously herewith, Pledgor, the other Credit Parties, Lenders, and Agent are entering into that certain Third Amended and Restated Credit Agreement with Agent (as the same may from time to time be further amended, restated or otherwise modified, the "Credit Agreement");

WHEREAS, the Credit Agreement amends and restates the Original Credit Agreement in its entirety;

WHEREAS, Pledgor entered into an Intellectual Property Security Agreement, dated December 14, 2012, in favor Agent for the benefit of the Lenders (as may from time to time be amended, restated or otherwise modified, the "IP Security Agreement), pursuant to which Pledgor, among other things, granted to Agent a security interest in and to all trademarks, patents, copyrights, registrations and applications therefor, and all the good will symbolized thereby (collectively, "IP") then owned and what in the future will be owned by Pledgor;

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement;

NOW THEREFORE, in consideration of each financial accommodation granted to Pledgor by Agent and the Lenders and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pledgor hereby agree as follows:

1. Confirmation of Security Interest.

(a) Pledgor hereby ratifies and confirms (i) the security interest granted to Agent in the IP Security Agreement, (ii) the continuing effectiveness of the IP Security Agreement, (iii) that the information set forth on IP Schedule attached hereto is the most current information relating to the IP of Pledgor, and (iv) that the "Credit Agreement", as defined in the IP Security Agreement, includes the "Credit Agreement", as defined in this Agreement.

(b) Pledgor acknowledges and agrees that the Credit Agreement amends and restates the Original Credit Agreement. All of the Obligations arising under the Original Credit Agreement and any other Loan Document shall continue as Obligations under the Credit Agreement. The Obligations arising under the Original Credit Agreement and the other Loan Documents are not satisfied, repaid or released by the execution of the Credit Agreement.

2. Course of Dealing. This Agreement is not intended, nor shall it, establish any course of dealing among Pledgor and Agent that is inconsistent with the express terms of the IP Security Agreements, and Pledgor hereby agrees that, notwithstanding this Agreement, Agent and the Lenders may at any time and time to enter into agreements with one or more Borrowers and alter the terms of the Credit Agreement and other Loan Documents without notice to Pledgor (except as is required in the Credit Agreement by virtue of such Pledgor also being a Borrower) and without in anyway impairing or affecting the terms or validity of the IP Security Agreement. This Agreement shall not be construed as a waiver of any covenant or as a consent to deviate from the terms of the IP Security Agreement.

3. Successors and Assigns. This Agreement shall be binding upon Pledgor and Pledgor's successors and permitted assigns and shall inure to the benefit of and be enforceable and exercisable by Agent and its successors and assigns.

4. Severability. If, at any time, one or more provisions of this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed by facsimile or other electronic signature, and when so executed and delivered shall be deemed to be an original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the state of Ohio, without regard to principles of conflicts of laws that would result in the application of the law of any other jurisdiction.

7. JURY TRIAL WAIVER. THE UNDERSIGNED, TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG AGENT AND ANY OF THEM ARISING OUT OF, IN CONNECTION WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY

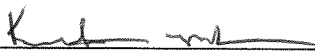
AGENT'S ABILITY TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE OR ANY GUARANTY OF PAYMENT, OR OTHER AGREEMENT, INSTRUMENT OR DOCUMENT RELATED THERETO.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PLEDGOR:

SPRENGER ENTERPRISES, INC.

By: 
Kenneth A. Malanowski
President

[Signature Page – Confirmation of Intellectual Property Security Agreement – Huntington/Sprenger]

TRADEMARK
REEL: 006259 FRAME: 0082

IP SCHEDULE

PATENTS

None.

PATENT APPLICATIONS

None.

TRADEMARKS

Case Number	Trademark	Country	Application No.	Filing Date	Regn. No.	Regn. Date	Owner Name
28889-00016	SPRENGER	United States	87/592,707	31-Aug-2017			Sprenger Enterprises, Inc.
28889-00017	S SPRENGER HEALTH CARE SYSTEMS (AND DESIGN)	United States	87/592,727	31-Aug-2017			Sprenger Enterprises, Inc.
28889-00019	S SPRENGER RETIREMENT CENTERS (AND DESIGN)	United States	87/592,740	31-Aug-2017			Sprenger Enterprises, Inc.

TRADEMARK APPLICATIONS

None.

TRADE NAMES

None.

COPYRIGHTS

None.

COPYRIGHT APPLICATIONS

None.

INTELLECTUAL PROPERTY LICENSES

None.

***CONFIRMATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENTS –
HUNTINGTON/SPRENGER***

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RECORDED: 01/29/2018

**TRADEMARK
REEL: 006259 FRAME: 0084**